

Sunbury, Ohio
PRD ZONING APPLICATION

Application For:



**Kintner
Crossing**

Submitted On:

November 18, 2022

Submitted For:



Contact: **Randy Loebig**
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Columbus, Ohio 43215
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Submitted By:



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City of Sunbury Ohio

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REZONING APPLICATION

OWNER/APPLICANT	Randy Loebig	
OWNER/APPLICANT ADDRESS	720 East Broad, Suite 200	
OWNER/APPLICANT PHONE AND E-MAIL	614-374-3257	rloebig@gohighland.com
ADDRESS AND LOCATION OF PROPERTY	PARCEL #41713402005007 KINTNER PKWY SUNBURY OH 43074	
PRESENT USE	Vacant / Agricultural	
PRESENT ZONING DISTRICT	R-2 - Low Density Residential District † R-1 MULTI-FAMILY	
PROPOSED USE	Attached Townhomes, Single Family Patio Homes	
PROPOSED ZONING DISTRICT	PRD - Planned Residence District	

ADDITIONAL SUBMISSION REQUIREMENTS

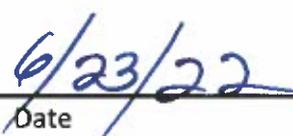
1. Legal description of property (1 copy)
2. Fifteen copies of site plan, showing actual dimensions and shape of the lot, the exact size and location of existing buildings on the lot, if any, and the location and dimensions of the proposed building(s) or alteration.
3. Statement of how proposed amendment relates to the comprehensive plan.
4. Names and addresses and postage (on labels or envelopes) of all property owners adjacent to and within 200 feet of the property.
5. For rezoning to Planned Residence (PRD), Planned Commercial District (PCD), or Planned Industrial (PID), refer to "Procedure" under that portion of the Zoning Ordinance, regarding submittal of the Development Plant, etc.

FEES:

- Residential: \$200.00
- Commercial/Industrial: \$400.00

The undersigned is either the property owner or a duly authorized agent of the property owner and verifies the information provided in this application is correct.


Signature of Owner/Applicant


Date

TAB 1
PLANNED DEVELOPMENT TEXT

GDS - General Development Standards for the Kintner Crossing PRD

The codified ordinances of the City of Sunbury shall apply except as otherwise provided herein. All references to the City of Sunbury ordinances refer to the version of the ordinance in force at the time of adoption of this zoning. Whenever there is a conflict or difference between the provisions of this Kintner Crossing Development Plan text and exhibits, and the codified ordinances of the City, the provisions of this Preliminary Development Plans text and exhibits shall prevail. Where this Preliminary Development Plan text and exhibits are silent, the provisions of the City of Sunbury Zoning Code shall prevail.

GDS 1.01 General Intent

- A) It is the intent of the Applicant/Developer to create a unified, high quality, mixed-residential development that will serve the needs for a variety of housing types and lifestyles within the City of Sunbury. The proposed development shall be designed to foster a human scale, pedestrian friendly community, with a mixture of housing types serving multi-generational needs, and multiple access points from adjacent roadways to the internal roadway system.
- B) The total site acreage being re-zoned to PRD is ± 39.87 acres, consisting of a portion of parcel # 41713402005007 as outlined in the legal description and boundary survey herein. Within these plans, the acreage for all Subareas is measured to the perimeter property lines, centerlines of proposed roads, and residential property lines hence they are gross acreages. These subarea acreages may adjust, if necessary, with the centerline of the proposed roads during final engineering.
- C) This development is being proposed as a PRD to permit a mix of residential types, including single-family detached patio homes and townhouses. A diversity of housing types is desirable for communities because it accommodates people at different stages in their lives, and Kintner Crossing is designed to cater to the housing and lifestyle needs of a wider cross section of Sunbury residents. A maximum of 188 dwelling units is being requested with this application.
- D) Kintner Crossing has been designed to encourage walkability within the development and to the adjacent commercial uses along S.R. 36 / 37. All public and private roads will have sidewalks or trails to encourage pedestrian mobility and reduce car trips. A trail network is incorporated within the green spaces that will connect each subarea to the various parks and open spaces within the development.
- E) **Relationship to the Comprehensive Plan:** The application is in keeping with the spirit and intent of the City of Sunbury Comprehensive Plan, approved November 2, 2016, for the following reasons:
 - 1. The “Future Land Use” map adopted by the City of Sunbury recognizes the need for a transition of uses and intensities between the existing residential on the north side of Cheshire Road, and the future alignment of Sunbury Parkway. This application is directly aligned with the recommendations of the plan in providing a multi-family land use adjacent to the future Sunbury Parkway, while providing a single-family buffer between the multi-family and the existing single-family along Cheshire Road. The remainder of the

existing parcel, north of the future Sunbury Parkway, is left open for future commercial development as recommended in the comprehensive plan.

2. The application promotes a diversity of housing types, incorporates a large area of well planned and usable green space, provides for passive and active recreation facilities, and links residential neighborhoods with green spaces and walking trails.
 3. The application supports the housing needs of a growing community and provides housing for both retired active adults, and young couples and professionals who will support the employment base, and the commercial base of the City of Sunbury.
 4. The application will have limited impact on the existing school system by nature of the product being offered and the typical buyer profile of each product.
- F) Street plan alignments shown on the Development Plan give a general indication of where such streets shall be platted and constructed. They are not, however, intended to be final. While the functional system shall be produced, the precise alignment will be determined at final engineering and construction, and may vary from that shown so long as the functional objectives, and the standards established herein, are attained. Based upon final roadway designs, adjustments may need to be made to individual sub-area configurations to accommodate actual road locations as noted above.

GDS 1.02 Permitted Uses

- A) Permitted uses for the development are limited to single-family patio homes, multi-family townhomes, and accessory uses as described herein.

GDS 1.03 Conditional Uses

- A) Model Homes: There shall be a maximum of two model homes permitted as a conditionally permitted use in accordance with the requirements of Section S81.14.03(C). Off street parking on platted lots, or open space, will be permitted as accessory use to such model homes to provide off street parking for potential buyers of lots and homes.

GDS 1.04 Landscaping and Storm Water Management

- A) Landscaping:
1. Any portion of a developed lot upon which a principal use, accessory use, parking area, or path is not planned shall be landscaped with turfgrass as a minimum.
 2. Street trees on each side of any intersection shall be set back from the right of way of the street to accentuate the entry/exit points and to accommodate the visibility triangle, as approved by the City Engineer.
 3. Street trees shall be provided on all public and private streets in accordance with Section 81.16.01.
 4. A 40' landscape buffer shall be provided between the right of way of the future Sunbury Parkway and the rear of the townhome buildings. Such buffer shall include a minimum 4'

mound, and a staggered double row of evergreen trees, and deciduous shade and ornamental trees as indicated on the Preliminary Landscape Plan. Evergreen trees shall be a minimum 6' in height upon installation, deciduous shade trees shall be a minimum 2" in caliper, and ornamental trees shall be a minimum of 1.75" in caliper.

5. All landscape buffers, entry features and other landscape features located in common areas shall be maintained by a master association for the Kintner Crossing Development.
6. All mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
7. All plant materials used in conformance with the provisions of this text shall conform to the standards of the American Association of Nurserymen and shall have passed any inspection required under state regulations.
8. A black 3-rail fence may be installed contemporaneous with the construction of the future Sunbury Parkway. The final material specifications and location are to be determined. Developer will be responsible for either the construction or payment in lieu.

B) Storm Water Management:

1. Where feasible, storm water management shall be provided by wet retention ponds aesthetically integrated into the surrounding development.
2. Storm water management shall meet the City of Sunbury requirements and be approved by the City Engineer.

GDS 1.05 Access, Traffic, and Pedestrian Circulation

- A) All access points shown on the plans are conceptual in nature. Final location of access points shall be determined at the time of final engineering / platting, and all access points shall be submitted to the Sunbury City Engineer for review and approval.
- B) All access points with public streets shall be designed to meet City Standards.
- C) A five (5) foot wide concrete sidewalk shall be provided along both sides of all public streets constructed within the development. The sidewalks shall be installed within the right-of-way.
- D) A four (4) foot concrete sidewalk shall be provided along at least one side of the private street within the Townhome Sub-Area

GDS 1.06 General Development Identification Signage

- A) This development text and Preliminary Development Plans incorporates signage standards and details to be considered as part of a comprehensive subdivision sign package tailored toward this development.
- B) Primary development identification signs shall be as designed and designated in the Landscape enlargements, Exhibit G3, and subject to minor changes in final engineering / platting as approved by the City of Sunbury Planning Commission.

C) Development Identification Signs

There shall be permitted two (2) community identification signs which shall identify the overall development (Kintner Crossing). They will be located at the major entrance intersections as follows (see plan):

1. One development identification sign at the entrance to the project at Kintner Parkway as shown on the plan.
2. One future development identification sign at the intersection of the public road and the future Sunbury Parkway, which the developer may elect to install once the Parkway is completed.
3. For each of the development identification signs the following standards shall apply:
 - (a) Signs shall be located at least fifteen (15) feet behind the right-of-way of Sunbury Parkway, and five (5) feet behind the ROW of the internal public road. Signs and associated landscaping shall not interfere with the clear sight triangle of vehicles entering and exiting the property.
 - (b) The primary community signs shall meet all requirements of Section 81.17.02 of the City of Sunbury Zoning Code.
 - (c) The development identification signs shall be landscaped with trees, shrubs, and seasonal color in mulched plant beds (see Exhibit G3).

D) Townhome Subarea Identification Signs.

In addition to the community identification signs described above, the Townhome sub area shall be permitted smaller free-standing signs at each internal entry point to the subarea as shown on the development plans. The following standards shall apply to the Townhome subarea identification signs:

1. The signs shall be a free-standing column style sign to be constructed of masonry and other natural materials similar to the column sign shown on Exhibit G3.
2. Freestanding signs shall be located at least five (5) feet outside of the private road and must not block sight visibility for ingress/egress.
3. All identification signs shall be built of similar materials to allow for consistent urban design and visual harmony.

GDS 1.07 Cluster Mailboxes

- A) Cluster mailbox units shall be provided for all residential unit types throughout the Kintner Crossing development in accordance with the current requirements of the US Postal Service. Final locations for cluster mailbox units shall be determined with approval of the US Postal Service.
- B) Cluster mailbox units shall be located in easily accessible areas on the site.

- C) Cluster mailbox units shall be a decorative unit, painted black, with a sloped cap, and will be located and detailed on the Final Plans and subject to the approval of the US Postmaster in charge of this region.

GDS 1.08 Lighting

- A) Streetlights shall be installed along all public streets in accordance with the City of Sunbury requirements.
- B) No light spillage off the site shall be allowed. All lighting shall be arranged to reflect light away from any street or adjacent property.
- C) No colored lights shall be used to light the exterior of buildings.

GDS 1.09 Common Open Space, Landscape Easements, and land dedication

- A) Not less than a total of 22% of the gross area of the proposed development shall be dedicated to common open space, parks, and/or public spaces including the parks, preserve and setback areas, and landscape buffers / pathways as shown on the development plan. A large central park, convenient to the residents of both sub-areas, shall include a variety of recreational amenities including, but not limited to walking trails, picnic pavilion, and garden spaces.
- B) Open space areas and landscape easements contributing to the total open space can be categorized as follows:
 1. Entry features located within common setback areas
 2. Landscape buffers located within common setback areas
 3. Storm water management areas including ponds, stream buffers and drainage areas within open space areas provided pathways are included that make such areas accessible for public use and enjoyment.
 4. Community parks, paths, walking trails and easements within the open space areas.
- C) Common Open Space areas can be further defined as any open space areas having direct public access through sidewalks, pathways, or walkways and may located within each subarea for the recreation and enjoyment of the neighborhood residents, or spread throughout the entire development connecting the various subareas. Common Open Space areas may be used for either passive or active recreational activities.
- D) Installation and maintenance of storm water ponds shall comply with all state, County and City of Sunbury standards.
- E) Open Space and common areas throughout the development shall be privately owned and maintained and may be established by easement or fee ownership. Legal devices shall be used requiring each property owner to participate in the maintenance of the common areas, based upon their proportionate interests in the area and development.

GDS 1.010 Ability to Post a bond

- A) After approval of the plats, building plans, and engineering plans, and before construction begins, any sureties required from the Applicant will be submitted to the City of Sunbury as required.

GDS 1.011 Statements of Divergence from the Zoning Ordinance

- A) Section S81.15:07 6(a) – PRD Development Standard. *INTENSITY OF USE - The maximum density shall be 2.5 dwelling units per gross acre of area within the area to be developed, unless the physical boundaries of land or existing developments adjacent thereto on adjoining lands establish an atmosphere inconsistent with the above maximum density of 2.5 dwelling units per gross acre.*
1. The Applicant is requesting an increase in maximum density to 4.72 dwelling units per gross acre of area. Section S81.15:07.6(a) limits maximum density in a PRD Development to 2.5 dwelling units per gross acre unless increased density is permitted by divergence. As discussed in the general intent, the transition of land uses and densities proposed is supported by the recommendations of the City of Sunbury Comprehensive Land Use Plan map. The applicant respectfully requests that the Planning and Zoning commission recommend a divergence here to allow for the development of a unified project under the PRD which matches the recommendations of the Comprehensive Plan.
- B) Section S81.15.07 6(d)(1) – PRD Development Standard. *FRONT YARD SET BACK – All dwellings shall have a setback from the right of way line of forty feet. If the right of way of the adjoining street or road is less than sixty (60) feet, no building shall be located closer than seventy-five (75) feet to the center line of said road or street.*
1. The Applicant is requesting a reduction resulting in a front setback of twenty five(25) feet for all patio home lots, and a front setback of 25 feet from the face of garage to the private street / sidewalk for all townhomes. The Applicant believes that granting this divergence will allow for a larger patio home footprint and the accommodation of three-season rooms, patios and decks, which the buyer will value more than the additional 15 feet of front yard space provided by this allowance. Both setbacks as proposed are large enough to allow cars to park in the driveway without encroaching on the sidewalk. In addition, the reduced front setback is consistent with other recently approved subdivisions such as the Communities at Sunbury and Millers Cove.
- C) Section S81.15.07 6(d)(2) – PRD Development Standard. *SIDE YARD SET BACK – No single family dwelling shall be located closer than seven (7) feet minimum to any side lot line, and a total side yard setback of fourteen (14) feet minimum or twenty percent (20%) of the lot width, whichever is greater.*
1. The Applicant is requesting a reduction resulting in a side yard setback of six (6) feet minimum to any side lot line, and a total side yard setback of ten (12) feet minimum for all patio home lots. This divergence is consistent with the divergence granted to similar
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developments of patio homes within the City of Sunbury and is in keeping with the buyer preferences of these types of lots for smaller lots that are maintained by an association, allowing more freedom for travel and other activities.

- D) Section S81.15.07 6(d)(3) – *PRD Development Standard. REAR YARD SET BACK – A rear yard of not less than forty (40) feet shall be maintained on all parcels within this district.*
1. The Applicant is requesting a reduction resulting in a rear yard setback of twenty-five (25) feet for all patio home lots to allow for the accommodation of non-conditioned rooms, patios and decks behind the homes. The Applicant believes that granting this divergence will allow for a larger patio home footprint and the accommodation of three-season rooms, patios and decks, which the buyer will value more than the additional 15 feet of yard space provided by this allowance. Since these lots are targeted toward empty nester couples, and are maintained in common by an association, the additional yard space is not necessary for things such as swing sets and back yard pools. This divergence is consistent with similar divergences granted for other patio home communities in the City of Sunbury such as the Communities at Sunbury and Millers Cove.
- E) Section S81.15.07 6(h) - *MAXIMUM LOT COVERAGE – On no lot or parcel shall a building be constructed which covers more than twenty-five percent (25%) of the lot area. No combination of buildings shall be constructed which cover more than thirty percent (30%) of the lot area.*
1. The Applicant is requesting an increase in the allowable lot coverage, as defined by Section S81.03.441 of the City of Sunbury Zoning Code, to 45% maximum for the patio home lots. Granting this divergence will allow a better quality home and one that is consistent with those in similar neighborhoods in Sunbury. As specified in Section S81.03.441, lot coverage is interpreted to include all “enclosed ground floor area of all buildings”, including attached or detached garages, conditioned living space, and 3 season rooms. For the purposes of this calculation, lot coverage is not interpreted to include driveways, patios, decks, or sidewalks.
- F) Section S81.16.01 7. – *General Development Standards. STRUCTURE SEPARATION – no building shall be located closer than twenty-five (25) feet to another structure unless the adjacent walls of both structures are masonry in which event said buildings shall be no closer than fifteen (15) feet. No building shall be located closer than fifteen (15) feet to another building unless one of said structures has, as its exterior facing wall, a fire wall, free of any opening and capable of stopping the spread of any fire. The provisions herein shall not apply to a residential garage servicing a single family residential residence.*
1. The Applicant is requesting, at the very minimum, twelve (12) feet of separation between fee simple single-family patio home dwellings. The additional cost necessary to comply with this standard must be reflected in the price of the new homes. Since similar homes in nearby neighborhoods mostly do not have exterior side facing masonry or fire walls, an inconsistency in appraised values will result that cannot be overcome within the projected housing market.

2. The Ohio Residential Building Code (exhibit F-1) Allows homes to be 10' apart with unlimited openings in side walls and allows 6' separation with no openings. All homes will comply with applicable building code requirements in this regard.

Sub Area A – Attached Townhomes

Sub Area A is located directly adjacent to the future ROW of Sunbury Parkway and is accessed from the extended Kinter Parkway. Total size of this sub area is approximately ± 16.2 acres, and this includes common open space areas, areas that will used as setbacks, and areas for stormwater management. Uses proposed for this subarea are attached townhomes and permissible accessory uses. Townhomes are defined as multi-story, single-family dwellings, attached side-by-side with a common wall for individual sale. For the purposes of this zoning townhomes may have up to 6 units attached in one structure as permitted below.

SUB A 1.01 Permitted Uses

- A) Attached townhomes having no more than 6 attached units per building. No more than 3 buildings may have a total of 6 units attached. All other buildings shall be a maximum of 5 units attached or less.

SUB A 1.02 Density

- A) A maximum of 107 dwelling units will be permitted in Sub Area A.

SUB A 1.03 Permissible Accessory Uses

- A) Private garages, whether attached to or detached from a primary building.
- B) Temporary buildings for uses incidental to construction work, which shall be removed upon completion or abandonment of the construction work.
- C) Small satellite dish antennas provided such device is for sole use by occupants of the principal use of the property on which the device is located.
- D) Park Structures such as gazebos or pavilions, Play structures, dog parks, and community gardens within the community open space only. Individual private structures behind each dwelling unit shall not be permitted.
- E) Patios, decks, and privacy fencing attached to the structure for the purposes of separating patios shall be permitted for each dwelling unit. Privacy fencing at the rear of the townhome shall be similar to the detail shown on Exhibit G4.

SUB A 1.04 Development Standards

- A) Lot coverage: No more than 30% of the total sub area may be covered by the footprint of townhome buildings or accessory structures as defined by Section S81.03.441.
 - B) Minimum Floor Area - Minimum square footage for townhome dwellings shall be 1,500 s.f.
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- C) The maximum height of buildings:
1. Principal buildings: Two (2) stories not to exceed 36 feet
 2. Accessory buildings: 15 feet.
- D) The minimum yard dimensions and setbacks:
1. Perimeter Setbacks for buildings and parking:

Future Sunbury Parkway:	40 feet
Perimeter boundary with sub-area B:	30 feet
East Boundary Line:	25 feet
 2. Minimum building separation:

Building end to building end:	25 feet
Building end to building rear:	25 feet
Building rear to building rear:	40 feet
Face of garage to private street or back of sidewalk:	25 feet

SUB A 1.05 Private Street Requirements:

- A) Sidewalks: New private streets interior to the subarea shall have a 4-foot minimum sidewalk installed on at least one side adjacent to the private street.
- B) Streets: Private streets shall be a minimum of 24 feet wide from face of curb to face of curb.
- C) Street Trees: Deciduous shade trees shall be required along all private streets within the Sub Area in accordance with Section 81.16.01 (19). Trees shall be evenly spaced with exceptions as necessary to accommodate curb cuts, parking areas, fire hydrants, and streetlights.
- D) Lighting: All lighting within Sub Area A shall meet the requirements established within City of Sunbury codified ordinances. A lighting plan will be submitted with the subdivision plat and final engineering.

SUB A 1.06 Landscaping:

- A) Landscaping:
1. The developer shall provide a landscape buffer along the northern perimeter of the Sub Area similar to that shown on Exhibit G1.
 2. All other landscaping shall meet the requirements of the City of Sunbury Zoning Code

SUB A 1.07 Off-Street Parking Requirements:

Except as otherwise provided below, the City of Sunbury's parking regulations outlined in Chapter S81.16.01 (2) & (3) of the City of Sunbury Zoning Code shall apply in Sub Area A.

- A) Minimum Parking Required: 2 parking spaces per dwelling unit
- B) Parking requirements may be met using surface parking lots, driveways, garages, or a combination thereof.

SUB A 1.08 Architectural Standards**A) Building Materials**

- 1. Excluding the garage door, windows, and architectural trim/molding, the front facade of the townhome buildings facing the internal private street shall vary to include masonry elements of brick or stone, including brick or stone veneer. At a minimum, the first floor portions of the front façade, excluding the garage doors, doors, windows, and trim, shall be brick or stone, or brick or stone veneer. The remainder of the front façade may be of any materials permitted below.
- 2. For the rear and side façades of all townhome buildings adjacent to the future Sunbury Parkway, 25% of such façades shall be comprised of the same brick or stone used on the front elevation.
- 3. In any given row of townhomes, there may be a mixture of both brick and stone or brick/stone veneer.
- 4. Shingle-style siding, batten siding, or horizontal lap siding is permitted provided it is cementitious, vinyl, or wood siding. Vinyl, if used, shall be a minimum of .044" thickness. Horizontal vinyl siding is limited to a 4- or 6-inch reveal.
- 5. Porch, stoop and walking surfaces may be concrete and/or pavers.
- 6. Windows may be vinyl or vinyl clad.

B) Roof

- 1. Pitch: the main architectural roof of a townhome shall be at least 5/12 and can go to 12/12. Porches and minor roof elements may range from 4/12 to 12/12
- 2. Dormers and Gables may range from 4/12 to 12/12 pitch.
- 3. Main roof and porch roof material shall be constructed with a 25-year asphalt shingle. Other roof materials such as painted standing seam metal may be approved by the City provided such materials are consistent with the architectural style.

C) Colors

- 1. Only muted tones in shades of white, beige, tan, yellow, gray, brown, green, red, and blue shall be permitted for the primary exterior colors. Red or green may be permitted provided they are in more muted earth tones. Colors may be mixed within the same building elevation with the intent to vary the architecture and break down the scale of the building.

D) Variation in Units

1. Individual units across exterior building elevations shall vary in terms of color and design detail. An unbroken, single plane façade that comprises the entire front elevation of the attached townhouse units is prohibited. The front façade of all townhome buildings shall have at least four (4) of the following items with not less than two (2) on each individual townhome unit:
 - (a) Window or grouping of windows
 - (b) Window mullions
 - (c) Window trim wrap of 3-1/2" or greater
 - (d) Shutters
 - (e) Dormers (active and inactive)
 - (f) Front facing gables
 - (g) Bay window or bay elements
 - (h) Water table of brick or stone including brick or stone veneer
 - (i) Brick or stone wrap surrounding the garage
 - (j) An offset of the façade of a minimum of 18" in depth, either from the neighboring townhouse, or within the façade of the individual townhouse.
 - (k) Decorative garage doors
 - (l) Garage doors that are painted a color other than white to complement the front façade.
 - (m) An entryway that is recessed a minimum of 3 feet.
 - (n) A covered entryway or porch.
2. Balconies, bay windows, and cantilevered second floors may encroach into the required front setback.

E) Garage Standards

1. Garage doors that face a public or private street shall utilize at least one of the following:
 - (a) Incorporate architectural design features including windows; decorative brackets and handles; decorative, simulated woodwork; or other defining features of carriage house doors.
 - (b) Are painted a color other than white to complement the front façade.
 - (c) Contain a separate roof canopy or overhang to provide definition from the remaining façade.

F) Miscellaneous

1. Ornamental or shade trees shall be planted between every other driveway.

- G) Lighting Exterior: Lighting shall be attached to the unit near the front door, or to either side of the garage, or both. The style of lighting shall be selected to compliment the architectural style of townhome. Site lighting shall be complimentary to the style of the architecture, shall not exceed 14 feet in height, and shall include cut off type fixtures to prevent light spillover onto adjacent subareas.
- H) Elevations Examples: Representative architecture is shown on Exhibits I2. Final architectural design shall be approved by the City of Sunbury as part of the final plan submittal process for each Sub Area.

SUB A 1.10 Lighting

All lighting within Sub-Area A shall meet the requirements of the City of Sunbury Zoning Code.

Sub Area B – Single Family Patio Homes

Sub Area B is located generally in the southern portion of the Kintner Crossing site. Primary access to the subarea will come internally from the extended Kintner Parkway where it connects to the existing Kintner Parkway and the future Sunbury Parkway. Total size of this sub area is ± 23.05 acres, and this includes the common open space areas, areas that will be used for setbacks, and areas used for stormwater management. Uses allowed for this subarea are single family detached patio homes and accessory uses as outlined herein. Patio Homes are defined as single-family detached homes on individual lots typically with first floor master bedrooms designed to appeal to an older demographic. Patio homes are typically single-story, or single-story with a loft.

SUB B 1.01 Permitted Uses

- A) Single- family detached patio homes, one principle structure per lot, and accessory uses listed herein.

SUB B 1.02 Density

- A) Sub Area B shall have a maximum of 81 patio home lots.

SUB B 1.03 Accessory Uses

- A) Temporary buildings for uses incidental to construction work, which shall be removed upon completion or abandonment of the construction work.
- B) Small satellite dish antennas provided such device is for sole use by occupants of the principal use of the property on which the device is located.
- C) Home occupations and/or home office provided that such uses do not require signage, regular delivery of goods or materials, or regular customer visitation.
- D) Small patios, decks, and 4 seasons rooms in conjunction with the principal use.

- E) Front Porches: Front porches shall be permitted, provided that each porch has a roof and is not screened.
- F) Screened Porches: Screened porches are encouraged on the rear of homes but shall not be permitted on the front. Roof lines of Screened porches shall conform to the architectural style of the home and blend into the massing of the home. All screened porch trim shall be painted or stained.
- G) Swimming pools / Spas:
 - 1. Swimming Pools shall be prohibited in this subarea
- H) Spas shall be located in the rear yard, shall adhere to all side and rear setbacks, and shall be completely enclosed by fencing and screened from adjoining properties. Spas may be constructed as part of the dwelling. Detached Structures:
 - 1. Storage Sheds: Storage sheds shall be prohibited in this subarea.
 - 2. Gazebos: Gazebos, trellises, or similar patio / garden structures shall be located to the rear of the home, shall not be located more than 13 feet from the back of the home, and shall not be closer to the side lot line than the side wall of the main structure. All such structures must be a minimum of 15 feet from the rear lot line as outlined below and shall be no larger than 150 square feet in area. All such structures shall remain subject to the review of the design review board established pursuant to the HOA documents.

SUB B 1.04 Development Standards

The following standards apply to all homes within Subarea B of the Kintner Crossing Development:

- A) Minimum lot area: 6,500 square feet
 - B) Minimum lot width: 52' at the building setback line
 - C) Lot coverage: No more than 45% of any lot may be covered by the footprint of the house, or accessory structures as defined by Section S81.03.441.
 - D) The maximum height of buildings:
 - 1. Principal buildings: one and one half (1.5) stories not to exceed 25 feet.
 - E) The minimum yard dimensions and setbacks:
 - 1. Minimum Setbacks for buildings:
 - Front yard: 25 feet from ROW to the face of garage.
 - Side yard: 6 feet from side lot line*
 - Rear yard: 25 feet from rear lot line**
- * Cantilevered fireplace chases, cantilevered & ground mounted condensing units, window wells, bay windows, and eaves and overhangs shall be permitted to extend a maximum of 2' into the side yards. No other encroachments shall be permitted

- ** Uncovered Decks and patios shall be permitted to encroach into the rear yard a maximum of 10'. Decks, Patio's, and accessory structures shall maintain a minimum 15' setback from the rear lot line. No structure or improvement shall be closer to the rear lot line than 15 feet.

SUB B 1.05 Special Landscape Requirements:

A) Fencing:

1. No fencing, other than low level landscape fencing not to exceed 18" in height, is permitted in front of the main elevation of the homes.
2. Chain Link fencing is not a permitted fence type anywhere within Sub Area B.
3. Wood or Vinyl decorative screen fence for the purpose of providing privacy, not exceeding 6 feet in height, shall be permitted around patios located immediately adjacent to dwellings.

SUB B 1.06 Off-Street Parking Requirements:

Except as otherwise provided below, the City of Sunbury's parking regulations outlined in Chapter S81.16.01 (2) & (3) of the City of Sunbury Zoning Code shall apply in Sub Area B.

- A) Builder is required to provide a minimum of two off-street parking spaces per dwelling unit.
- B) Garage parking spaces, and driveway parking spaces, may be counted towards required off-street parking requirements.
- C) On Street Parking: On street parking shall only be permitted on one side of the public street, opposite the side of the street having fire hydrants.
- D) Vehicle Storage: All campers, off-road vehicles, and boats must be parked within an enclosed garage. No undrivable vehicles, or parts of vehicles may be stored outside.

SUB B 1.07 Architectural Standards

A) Materials

1. Wood, stone, stone veneer, brick, brick veneer, stucco, cementitious siding, 4" horizontal vinyl siding, 6" horizontal vinyl siding, shake style vinyl siding, and/or vinyl board and batten siding are permitted. Trim and gutter materials include wood, PVC, Vinyl, EIFS, cementitious trim, and aluminum. Vinyl, if used, shall be a minimum of .044" thickness.
2. The cladding on the front facade shall consist of brick, brick veneer, stone, or stone veneer up to the water table with siding above at a minimum.
3. Porch, stoop, and walking surfaces shall be concrete and/or pavers.
4. Windows may be vinyl, or vinyl clad.
5. Surfaces: porch, stoop and walking surfaces may be concrete and/or pavers.

B) Roof

1. Pitch: the main architectural roof of a house shall be at least 5/12 and can go to 12/12. Porches and minor roof elements may range from 4/12 to 12/12
2. Main roof and porch roof material shall be constructed with a 25-year asphalt shingle at a minimum. Other roof materials such as painted standing seam metal may be approved by the City provided such materials are consistent with the architectural style.
3. Dormers: Gables and minor roof elements may range from 4/12 to 12/12 pitch.

C) Colors

1. Only muted tones in shades of white, beige, tan, yellow, gray, brown, green, red, and blue shall be permitted for the primary exterior colors. Red or green may be permitted provided they are in more muted earth tones. Colors may be mixed within the same building elevation with the intent to add interest to the elevation.

D) Architectural Details

1. Exterior building elevations shall vary in terms of color and design detail. No two dwelling units located on adjacent lots shall have the same color scheme or exactly the same cladding.
2. Exterior trim and carpentry shall be consistent on all sides of each dwelling unit and enhance the overall visual appeal.
3. To create architectural interest, front facades for each dwelling unit shall incorporate at least one of the following architectural elements:
 - (a) Bay/bow window or other similar projection that is a minimum of 1.5 feet in depth. The projection may be cantilevered or extend to the ground.
 - (b) Covered porch that is a minimum of 2 feet in depth.
 - (c) Covered, recessed entry with a minimum depth of 2 feet.

E) Lighting Exterior

1. Lighting shall be attached to the unit near the front door, or to either side of the garage, or both. The style of lighting shall be selected to complement the style of home.

F) Elevation Examples

1. Representative architecture is shown on Exhibits J.
2. Final architectural elevations shall be substantially consistent with these elevations in terms of building materials and front façade features including porches, rooflines, dormers, and other architectural features. Final architectural design shall be approved by the City of Sunbury as part of the final plan submittal process for each Sub Area.

3. When Building Permits are requested at the beginning of each phase of development, the applicant shall provide a site plan indicating the name of the model/floor plan to be built on each building lot including the exterior materials, façade features, and building colors.

SUB B 1.08 Lighting

All lighting within Sub-Area B shall meet the requirements of the City of Sunbury Zoning Code.

**SUNBURY, OHIO
MASTER PROPERTY OWNERS ASSOCIATION DEED DECLARATION,
RESTRICTIONS AND BYLAWS**

DRAFT

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EXHIBIT A Survey of Property

EXHIBIT B Bubble Plan

EXHIBIT C Bylaws of Kintner Crossing Residential Property Owners

DRAFT

_____, OHIO

**MASTER PROPERTY OWNERS ASSOCIATION DEED DECLARATION,
RESTRICTIONS AND BYLAWS**

This Residential Property Owners Association Deed Declaration, Restrictions and Bylaws (the “Declaration”) is made on or as of this ____ day of _____, by _____, an Ohio limited liability company of _____, Ohio (hereinafter, the “Declarant”). All words and terms used herein with initial capitalization that are not elsewhere defined herein shall have the meanings assigned to such words and terms in Article II hereof.

STATEMENT OF PURPOSE

A. The Declarant has assembled, planned and zoned a residential planned mixed-use community known as Kintner Crossing that generally encompasses the geographic area depicted on the attached Exhibit A, located in Sunbury, Ohio (“Sunbury”)

B. Kintner Crossing includes and encompasses real property currently owned by the Declarant.

C. The Declarant desires to develop Kintner Crossing into a high-quality, comprehensively planned, mixed-use community to consist of residential subdivisions, including, without limitation, single family home subdivision, multi-family home subdivision and townhome subdivision, and open spaces, and to restrict the use and occupancy of Kintner Crossing for the protection and benefit of all future owners thereof.

D. As provided for herein the Declarant deems it desirable to establish a residential property owners association for the purpose of owning and/or maintaining certain areas and/or improvements constructed as part of Kintner Crossing, and to provide for certain management mechanisms, and to establish and provide for governance and maintenance of certain residential, multi-family and townhome regimes created within Kintner Crossing, and for the purposes of addressing conditions and circumstances unique to single-family residential, townhomes regimes created within Kintner Crossing.

E. To further the residential development of Kintner Crossing and the separate subdivisions and townhome regimes therein, the Declarant hereby declares that the real property described on the attached EXHIBIT A hereto, subject to this Declaration by amendment from time to time shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, all Residential Parcels encumbered from time to time by this Declaration and be binding on all parties having any right, title or interest in the Residential Parcels encumbered from time to time by this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the

benefit of each owner of any portion of the Residential Parcels encumbered from time to time by this Declaration.

F. This Declaration shall inure to the benefit of all future owners of all or any portion of the Residential Parcels encumbered by this Declaration all others claiming under or through them.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of all Residential Parcels encumbered by this Declaration, as presently constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Declaration shall apply to and encumber the Residential Parcels located within Kintner Crossing described on Exhibit B attached hereto, as the same may be modified, amended or expanded from time to time. The Declarant reserves the right, but not the obligation, to subject additional Residential Parcels located within or adjacent to Kintner Crossing to this Declaration.

The Declarant hereby declares that all Residential Parcels located in Kintner Crossing encumbered by this Declaration are a “planned community”, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended. If it is determined that the Lots encumbered by this Declaration from time to time must be a part of a separate Sub-Association consisting solely of all Lots within Kintner Crossing encumbered by this Declaration to comply with Chapter 5312 of the Ohio Revised Code, as amended, a Sub-Association of the Residential Property Owners Association shall be created solely for all Lots within Kintner Crossing encumbered by this Declaration from time to time, and all provisions hereof applicable to such Lots shall be governed and controlled by such Sub-Association. All Owners of Lots shall be required to subject their Lots to the declaration of such Sub-Association which shall be governed by a declaration containing terms and conditions substantially similar to those contained herein.

ARTICLE II. DEFINITIONS

All words and terms used herein with initial capitalization. In or elsewhere in this Declaration, the following words and terms, as used herein, shall have the following meanings:

Annual Assessment - the amount to be paid to the MPO Association by each Residential Property Owner annually, whether or not the applicable Residential Parcels are actually platted.

A. Architectural Control.

The Architectural Control created, governed and operated as provided in Article V hereof, consisting of the Declarant having the power and authority to establish and enforce development and architectural standards governing the development and architectural details of Kintner Crossing

B. Assessments.

Collectively referring to Annual Assessments, Parcel Assessments, and Special Assessments.

C. Common Expenses.

All expenses incurred by the MPO Association in connection with its ownership, lease and/or maintenance of the Common Open Space Property, maintenance of property other than Common Open Space Property as provided herein, real estate taxes and assessments, if any, attributable to the Common Open Space Property, utilities for the Common Open Space Property or consumed in furtherance of the MPO Association's duties and obligations, and all costs and expenses incurred by the MPO Association in conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration.

D. Townhome or Townhome Parcel.

The portions of Residential Parcels designated as areas in which residential townhome/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on a Townhome Parcel and their respective undivided interests in related common elements are referred to as Units. Townhome and Townhome Parcels shall not include townhome regimes designed solely for townhome ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

E. Townhome Association.

A townhome association organized in connection with a townhome created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Townhome Parcel.

F. Declarant.

_____, an Ohio limited liability company, and any successor or assign thereof to which the Declarant specifically assigns all, but not less than all, of its rights, duties, and obligations under this by a written instrument.

G. Directors.

Those natural Persons appointed or elected to the MPO Board of the MPO Association as provided in Article IV Paragraph E hereof and the MPO Bylaws of the MPO Association.

H. Lot.

A discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Residential Development Phase in Kintner Crossing or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of this Declaration, excluding any Exempt Property, any Townhome Parcel the Common Open Space Property, and any Property dedicated for public use.

I. Member.

Any person or entity entitled to membership in the RPO Association, as provided for in Article IV Paragraph B hereof.

J. Multi-Family Parcel.

A legally separate tax parcel created or subdivided within Kintner Crossing on which residential apartment units are to be developed and constructed, other than Townhome Units.

K. Operating Fund and Reserve Fund.

Respectively, the funds established pursuant to Article VI Paragraph A hereof for the purpose of funding the operations of the MPO Association and establishing reserves for capital expenditures thereof.

L. Parcel Assessment.

An assessment that the MPO Board may levy against one or more Residential Parcels to reimburse the MPO Association for costs incurred on behalf of the assessed Residential Parcel, including without limitation, costs incurred in enforcing compliance with the requirements of the Architectural Control, costs associated with making repairs that are the responsibility of the Residential Property Owner thereof, costs of additional insurance premiums specifically allocable to a Residential Property Owner; costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Parcel Assessment by the MPO Board.

M. Person.

A natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

N. Common Open Space Property.

All real property designated as such on any subdivision plat or otherwise with respect to the Residential Property portions of Kintner Crossing to be owned and/or maintained by the MPO Association or an RPO Sub-Association. Common Open Space Property shall also include personal property used in connection therewith and all real and personal property for the maintenance of which the MPO Association is responsible under the terms of this Declaration, applicable zoning regulations, or any other agreement or instrument to the terms of which the MPO Association is bound.

O. Residential Development Phase.

A subdivided portion of Kintner Crossing that has not yet been fully developed, on which a single-family residential subdivision or multi-family residential subdivision (including a Townhome) is to be developed and constructed.

P. Residential Parcel.

Means each Lot, the platted subdivision of which each Lot is a part, each residential Townhome Unit and, its undivided interest in common elements of the Townhome of which it is a part, the Townhome of which each Unit is a part, and each Multi-Family Parcel, all of which Residential Parcels shall be encumbered by this Declaration, as amended from time to time.

Q. Residential Property.

All portions of Kintner Crossing that are zoned, planned and/or developed for residential purposes, including, but not limited to, all Lots, all Units and all Multi-Family Parcels.

R. Residential Property Owner.

The record owner, whether one or more Persons or entities, of fee simple title to a Lot, Unit or Multi-Family Parcel, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

S. Master Property Owners Association or MPO Association.

Kintner Crossing Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining certain portions of the Common Open Space Property on behalf of the Residential Property Owners of two (2) or more Lots/Units/Residential Parcels and enforcing the provisions of this Declaration. The Association shall be named Kintner Crossing Master Property Owners Association, Inc., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

T. MPO Articles and MPO Articles of Incorporation.

The articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the MPO Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

U. MPO Board.

The board of directors or another management body of the MPO Association.

V. MPO Bylaws.

The Bylaws of Kintner Crossing Master Property Owners Association, Inc., as further provided in Article IV Paragraph F hereof, also constituting the code of regulations of the MPO Association pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

W. Residential Property Owner Developer or RPO Developer.

A person or entity to whom a Residential Development Phase has been transferred by the Declarant for the development, construction and sale or lease thereon of residential Lots, Units or Multi-Family Parcels.

X. MPO Manager.

A Person retained by the MPO Board to assist in the management of the MPO Association.

Y. MPO Rules.

The rules and regulations governing use, occupancy and appearance of the Residential Property and the Common Open Space Property, as may be established by the RPO Board from time to time.

Z. Residential Property Owners Association or RPO Sub-Association.

Subject to the limitations contained in Article X Paragraph A hereof, each sub-association created in connection with a Residential Development Phase of the Residential Property or the creation of a Townhome and Townhome Association. All Sub-Associations shall be governed by Article X hereof.

AA. MPO Turnover Date.

The first to occur of (i) the sale by the Declarant of the last residential Lot owned by the Declarant, or (ii) the waiver by the Declarant of its exclusive right to appoint Directors of the MPO Association.

BB. Special Assessment.

An assessment levied by the MPO Association against all Residential Parcels encumbered by this Declaration pursuant to Article VI Paragraph E hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

CC. State.

The State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

DD. Unit or Townhome Unit.

A discrete parcel of real property a part of Kintner Crossing identified as a “Unit” in a duly recorded declaration of Townhome and shown on filed drawings for the Townhome, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Townhome contained in the definition of “Townhome” herein.

ARTICLE III. GOALS

The restrictions, conditions, covenants, obligations, and charges contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety, and welfare of all Residential Property Owners and residents of the Residential Property portions of Kintner Crossing
- C. Preservation, beautification, and maintenance of the Residential Property portions of Kintner Crossing and
- D. Establishment of requirements for the use of the Residential Property portions of Kintner Crossing.
- E. To create, maintain and preserve the quality of life for all Residential Property Owners and residents of Kintner Crossing.
- F. To provide for mandatory membership of all Residential Property Owners in the MPO Association, as it may be constituted from time to time, and the assessment and collection of funds to fulfill its objectives.

ARTICLE IV. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation.

There is hereby created the MPO Association.

B. Membership.

The Declarant and each Residential Property Owner shall have a membership in the MPO Association, and by acceptance of a deed to a Residential Parcel agrees to and acknowledges being a Member of the MPO Association. Membership in the MPO Association is a right appurtenant to and inseparable from a Residential Property Owner’s fee simple title in a

Residential Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Residential Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Residential Property Owner's membership. No Residential Property Owner, whether one or more Persons, shall have more than one membership per Residential Parcel owned. In the event a Residential Property Owner consists of more than one Person, such Persons shall have one membership in the MPO Association as tenants in common.

C. Governance.

Voting and all other matters regarding the governance and operation of the MPO Association shall be set forth in the MPO Association's Articles of Incorporation and MPO Bylaws, this Declaration and all amendments hereto and thereto.

D. Classes of Membership.

The Membership of the MPO Association have the rights and obligations herein described:

a. Residential Property Owner Members.

Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner in a Townhome and each Residential Property Owner of a Multi-Family Parcel shall be a Member of the MPO Association. RPO Sub-Associations created as permitted by Article X hereof and Townhome Associations shall not be Members of the MPO Association. The Members shall not be voting members of the Residential Property Owners Association until the MPO Turnover Date, at which time the Declarant of the MPO Association shall no longer have any voting rights in the MPO Association in its role as Declarant of the MPO Association and each Residential Property Owner (including the Declarant, if applicable) shall be entitled to vote on MPO Association matters submitted to a vote. The number of votes to be possessed by each Residential Property Owner shall be determined as follows:

Each Residential Property Owner owning a Lot shall have one vote, each Residential Property Owner owning a Unit shall have one vote, and the Residential Property Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Residential Property Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board.

At all times, the MPO Association shall be comprised of three (3) Directors. Until the MPO Turnover Date, all Directors of the MPO Association shall be appointed by the Declarant. On the MPO Turnover Date, all Directors of the MPO Association appointed by the Declarant shall resign and a new MPO Board shall be constituted for the MPO Association at all times consisting of three (3) natural persons who own or represent the Residential Property Owners, one each from the Single Family Subdivision, Townhome and Multi-Family parcel. Each Director of the MPO Association shall hold office for a three (3) year term; provided that the initial Directors elected by the Members on the MPO Turnover Date shall be elected to staggered terms with one (1) Director elected from a Multi Family to a one (1) year term, one (1) Director

from an owner in Townhome Property elected to a two (2) year term, and one (1) Director from the Single Family Subdivision elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the MPO Turnover Date, the term of one third (1/3) of all Directors of the MPO Association shall expire annually.

F. Bylaws.

The initial MPO Bylaws shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

ARTICLE V. ARCHITECTURAL CONTROL

A. Approval Required.

No Improvements or change of any kind, including without limitation any building, construction, placement, or any structure, excavation, alteration of grade, or any other change that in any way alters the exterior appearance of any Lot from its theretofore natural or improved state, shall be commenced or permitted to remain on any Lot unless such Improvement has the prior written approval of the Declarant. No trees shall be removed, excavations made, construction begun, or material stored on any Lot until receipt of written approval from the Declarant. The foregoing notwithstanding, improvements consisting solely of plantings of flowers (annuals or perennials), low growing shrubs, or ornamental trees with a minimum growth height of 10', and the preparation and post-planting care and maintenance of the beds therefore shall not require prior written approval, unless said plantings, care, or maintenance cause an alteration of grade.

a. {INSERT APPROVED ZONING TEXT}

B. Method to Request Approval.

All approvals shall be requested by submission to the Declarant of the complete building, site plans, and landscape plans with specifications for the building in duplicate, showing the general arrangement of the interior and exterior of the residential structure, including:

- a. color and texture of building materials;
- b. type of character of all windows, doors and exterior lighting fixtures;
- c. type and character of decorative walls;
- d. type and character of chimneys;
- e. type and character of driveways and walkways;
- f. location of the structure including setbacks, driveway locations, garage openings, the orientation of the structure to the topography;
- g. conformance to the grading and drainage plan; and
- h. landscaping plan, including among other things, plantings, mounding, orientation to structure, fencing for pools will be allowed, 4 foot high decorative fencing for pet containment will be allowed, privacy fencing will not be allowed and topography consistent with the natural theme of the subdivision and as may be required by Village of _____ zoning code, deed restrictions, and zoning text.

Each Owner, by accepting a deed to a Lot, covenants that no excavation shall be made, no building shall be erected, no fences installed, and no material shall be stored upon the Property by or on behalf of said Owner or his agent, heirs, successors, and assigns until the Declarant shall have approved said plans and specifications in writing. Residential Developer may submit multiple elevations, colors and design elements and materials to create a portfolio of approved buildings.

If the Declarant fails within thirty (30) days after receipt of the plans and specifications to either approve or disapprove the plans, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves the plan and specifications, the Owner may revise and resubmit the plans and specifications until approval is received.

In the event that the Declarant shall no longer be involved in the development and sale of improved Lots in the Subdivision, then in such event plan approval as reserved by Declarant in Article II or in any other provision hereof shall forthwith become vested in a committee comprised of three persons who shall be elected from the Association. Plan approval by the successor committee shall be consistent with those plans and specifications that have been previously approved by the Declarant

C. Basis of Approval.

Approval shall be based, among other things, upon harmony of the proposed plans with the design and quality of the Subdivision as to external design appearance and type of construction, materials, colors, setting, height, grade, and finished ground elevation, the effect of the location and Improvements on neighboring property, including diversity of front elevations and material colors between adjacent Lots and conformity of the plans and specifications to the purpose and general intent of this Declaration.

D. Binding Actions.

The actions of the Developer through its approval or disapproval of plans and other information submitted pursuant hereto shall be conclusive and binding. Except as otherwise provided herein to the contrary, all determinations shall be made by the Developer in the exercise of its sole and absolute discretion.

E. No Liability.

Neither the Declarant nor the Developer nor any agent or employee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence nonfeasance, or misfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defect in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom or any other effect on other Lots and Owners in the Subdivision. Every person and entity who submits plans to the Declarant or the Developer agrees, by submission of such plans, that such person will not bring any action or suit against the Declarant or the Developer to recover any damages or to require the Declarant or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance with these Restrictions.

F. No Reliance.

No Lot Owner may rely upon the submission or approval of any such plans or the buildings or structures described therein, or upon the Declarant or the Developer, to maintain the quality of, or design plan for, the Subdivision.

G. Construction Requirements.

During construction, the Owner shall cause the Lot to be maintained in a clean condition and free of construction and building debris. All debris will be placed in an appropriate container. Furthermore, the Lot Owner will be responsible to keep silt from running off onto other lots or drainage areas and to keep the roads in the Subdivision clean and free of dirt mud or construction materials or debris coming from the Lot. Construction activity will be restricted to the following times; Monday thru Friday 6:30 am to 6:00 pm., Saturday and holidays 7:30 am to 5:30 pm. No construction activity shall be permitted on Sunday.

H. Requirement of Completion; Notice of Completion, Non-Completion or Noncompliance.

An Owner shall cause any Improvement to be diligently pursued to completion within eighteen (18) months after the date construction is commenced. All landscape Improvements approved pursuant to Article III hereof, and all paving, shall be completed, weather permitting, prior to occupancy of each residence.

ARTICLE VI. RIGHTS AND OBLIGATIONS OF THE MASTERPROPERTY OWNERS ASSOCIATION

A. Common Open Space Property.

The Declarant may, from time to time, at the Declarant's option, convey to the MPO Association, for the use and benefit of the MPO Association and its Members, title to and/or maintenance obligations regarding real or personal property, or any interest therein, as part of the Common Open Space Property. Such conveyance may be in the form of a deed transfer, a deed reservation, a plat dedication or an easement appurtenant to the Residential Property, or may be a contractual or plat obligation for property maintenance. The MPO Association shall accept title to any interest in any real or personal property transferred to it by the Declarant, and shall be bound to any plat or contractual maintenance obligation(s) incurred by the Declarant. The MPO Association shall be responsible for the payment of real estate taxes and assessments on any real property owned by the MPO Association, and for the payment of the costs of using and maintaining the same. The MPO Association shall be obligated to keep all Common Open Space Property in good, clean, attractive, and sanitary condition, order, and repair.

B. Personal Property and Real Property for Common Use.

The MPO Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by the Declarant, and may separately obligate itself for the maintenance obligations of property not owned by the MPO Association (i.e. the MPO Association may accept maintenance responsibilities for open spaces within Kintner Crossing which are owned by a State, County, or City or Village).

C. Rules and Regulations.

The MPO Association may make and enforce reasonable rules and regulations governing the use of the Residential Property, which shall be consistent with this Declaration and the Governing Documents. The MPO Association shall have the power to impose sanctions on Residential Property Owners, including without limitation: (i) reasonable monetary fines which shall be

considered Parcel Assessments, and (ii) suspension of the right to use the Common Open Space Property. In addition, the MPO Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the MPO Board expends funds for attorney's fees or litigation expenses in connection with enforcing this Declaration (including collection costs for unpaid assessments), the Governing Documents or the MPO Rules against any Residential Property Owner, tenant, guest or invitee of any Residential Property Owner, the amount shall be due and payable by such Residential Property Owner and shall be a Parcel Assessment against such Residential Property Owner's property, subject to the further provisions of Article VI Paragraph F hereof.

D. Implied Rights.

The MPO Association may exercise any other right or privilege given to it expressly by the laws of the State, this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

E. Joint Use and Cost-Sharing Agreements.

The MPO Association may enter into agreements with any other homeowners association, including but not limited to, the RPO Sub-Associations, whereby: (i) the MPO Association, any other homeowners association, and/or Sub-Association agrees to maintain, repair and replace the Common Open Space Property (and any other common improvements or areas benefiting the Residential Property) in consideration for the MPO Association sharing in the cost thereof (the costs of which shall be Common Expenses), and (ii) the MPO Association, any other homeowners association, or Sub-Association grants reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of Trustees of each homeowners association may from time to time determine.

F. Managing Agent.

The MPO Association may retain and employ an MPO Manager, which may be the Declarant, a RPO Developer or an independent third-party, and may delegate to the MPO Manager such duties as the MPO Board might otherwise be authorized or obligated to perform. The compensation of the MPO Manager shall be a Common Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

G. Insurance.

- a. The MPO Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Common Open Space Property in an amount as is commonly required by comparable residential property owners association. The cost of said insurance shall be a Common Expense.
- b. The MPO Association may, in the MPO Board's discretion, obtain and maintain the following insurance as a Common Expense: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and

employees of the MPO Association and all other persons handling or responsible for handling funds of the MPO Association; (b) adequate comprehensive general liability insurance; (c) directors, officers and trustees liability insurance; (d) additional insurance against such other hazards and casualties as is required by law; and (e) any other insurance the MPO Association deems necessary.

- c. In the event of damage or destruction of any portion of the Common Open Space Property, the MPO Association shall promptly repair or replace the same. If insurance proceeds are insufficient to cover the cost of the repair or replacement, then the MPO Association may levy a Special Assessment pursuant to Article VI to cover the additional costs.

H. Condemnation.

The MPO Association shall represent the Residential Property Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Open Space Property, or any portion thereof. Each Residential Property Owner hereby appoints the MPO Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the MPO Association, to be held in trust or used for the benefit of the Residential Property Owners.

I. Books, Records.

Upon reasonable request of any Member, the MPO Association shall be required to make available for inspection all books, records and financial statements of the MPO Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the MPO Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any matters forth in Section 5312.07(B) of the Ohio Revised Code, as amended, may be examined or copied without the express approval of the MPO Board.

ARTICLE VII. ASSESSMENTS

A. Operating and Reserve Funds.

The MPO Association shall establish an Operating Fund for financing the administration, governance and operation of the MPO Association, for paying Administrative Expenses, necessary costs and expenses of operating the MPO Association and replacing, repairing and maintaining the Common Open Space Property. The MPO Association shall also establish a separate Reserve Fund for capital expenditures not covered in the budget for ordinary operations. The Residential Owners shall have no right to waive the annual reserve requirement established by the MPO Board.

B. Types of Assessments.

Each RPO Developer and Residential Property Owner, by accepting a deed to a Residential Parcel, is deemed to covenant and agree, to pay to the MPO Association, the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Parcel Assessments. No Residential Property Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Open Space Property or by abandoning such Residential Property Owner's Residential Parcel.

C. Uniform Rates for Annual and Special Assessments.

Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots, Units, and Multi-Family Parcels though the amounts assessed may differ as between Lots as distinct from Units and Multi-Family Parcels (i.e., all Lots shall pay the same amount, all Units shall pay the same amount, and all Multi-Family Parcels shall pay under a consistent formula based on number of rental units), but the amount paid by Lots may be different than the amount paid by Units, which may be different than the amount paid by Multi-Family Parcels.

D. Annual Assessments.

The MPO Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the MPO Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the MPO Board), and shall assess each Residential Property Owner an Annual Assessment equal to such Residential Property Owner's estimated share thereof, as determined in accordance with Article VI Paragraph C hereof. The MPO Association shall thereupon assess each Residential Property Owner for such Residential Property Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the MPO Rules. Notwithstanding the foregoing to the contrary, if the Declarant or a RPO Developer (with the consent of the Declarant) owns any Residential Development Phase or any Residential Parcel, the Declarant and such RPO Developer(s) may elect to pay the Annual Assessments applicable to such Residential Development Phase(s) or Residential Parcel(s), or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the MPO Association. Such right may be shared with and among the Declarant and such RPO Developers on such allocated basis as may be agreed upon among them. The standard of maintenance that is to be performed shall be that which is customary for a similar master planned community developments located in Central Ohio.

E. Special Assessments.

The MPO Board may levy against Residential Parcels encumbered by this Declaration, in accordance with Article VI Paragraph C hereof, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund.

F. Parcel Assessments.

The MPO Board may levy a Parcel Assessment against any Residential Property Owner(s) to reimburse the MPO Association for costs incurred on behalf of the specific Residential Parcel assessed, including without limitation, costs incurred in enforcing compliance with the requirements of the Governing Documents costs associated with making repairs that are the responsibility of the Residential Property Owner, costs of additional insurance premiums specifically allocable to a Residential Property Owner, costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Parcel Assessment by the Board. Upon its determination to levy a Parcel Assessment and prior to levying such Parcel Assessment, the MPO Board shall give the affected Residential Property Owner(s) written notice and the right to be heard by the MPO Board or a duly appointed committee thereof in connection with such Parcel Assessment ten (10) days prior to the effective date of the levy of any Parcel Assessment.

The MPO Board may levy a Parcel Assessment in the nature of a fine reasonably determined by the MPO Board against any Residential Property Owner who violates the MPO Rules, the Governing Documents, this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such MPO Rules, the Governing Documents or any provisions of this Declaration. Any written notice provided by the MPO Board to a Residential Property Owner that the MPO Board proposes to levy a Parcel Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Residential Property Owner receiving such a written notice may request a hearing before the MPO Board by delivering to the MPO Board a written notice not later than ten (10) days after receiving a written notice from the MPO Board, as provided in this Paragraph F. If a Residential Property Owner fails to make a timely request for a hearing, the right to such hearing is waived and the MPO Board may immediately impose and levy a Parcel Assessment. If a hearing is timely requested by a Residential Property Owner, such hearing shall be conducted and any Parcel Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

G. Remedies.

a. Late Charge; Acceleration.

If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the MPO Board or the MPO Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the MPO Manager as determined from time to time by the MPO Board.

b. Liability for Unpaid Assessments.

Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorney's fees shall become the personal obligation of the Residential Property Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The MPO Board may authorize the MPO Association to institute an action at law on behalf of the MPO Association against the Residential Property Owner(s) personally obligated to pay any delinquent assessment. The MPO Manager shall be authorized to commence such an action only with the advice and consent of the MPO Board. A Residential Property Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed property after any Assessment becomes due and payable, and both such Residential Property Owner and his/her heirs, successor and assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Residential Parcel shall neither impair the MPO Association's lien against that property for any delinquent Assessment, nor prohibit the MPO Association from foreclosing such lien.

c. Liens.

All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the MPO Association and a lien on the Residential Parcel against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the MPO Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or appointed agent of the MPO Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the property which the lien encumbers, the name(s) of the Residential Property Owner(s) thereof, the amount of the unpaid portion of the

Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer or authorized agent (including the MPO Manager) of the MPO Association. Upon the filing of the certificate, the subject property shall be encumbered by a continuing lien in favor of the MPO Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction.

d. Subordination of Lien.

The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Residential Parcel recorded prior to the date on which such lien of the MPO Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Residential Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Residential Parcel which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Residential Property Owner.

e. Contested Lien.

Any Residential Property Owner or Residential Property Owners who believe that an Assessment chargeable to that Residential Property Owner's or those Residential Property Owners' Residential Parcels, and for which a certificate of lien has been filed by the MPO Association has been improperly charged against that Residential Parcel, may bring an action in the Court of Common Pleas of Madison County, Ohio for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Residential Parcel, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

f. Notice of Discharge.

The MPO Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the MPO Association, setting forth whether the Assessments on a specified Residential Parcel have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

g. Evidence of Lien.

The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the MPO Association.

H. Suspension of Vote and Use of Common Elements.

If any Assessment or portion thereof, remains unpaid for ninety (90) days after it becomes due, then the delinquent Residential Property Owner's voting rights upon MPO Association matters and privileges to use the Common Open Space Property, and to vote, as a Member of the MPO Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of a Residential Property Owner, occupant, or their

licensees or invitees, to necessary ingress and egress to and from that Residential Property Owner's Residential Parcel.

I. Assignment and Pledge of Assessments.

The RPO Association may assign its rights to Assessments or the future income from Assessments.

ARTICLE VIII. MAINTENANCE

A. Maintenance by Association.

The MPO Association shall maintain and keep in good repair the Common Open Space Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Open Space Property and all personal property used in connection with the operation of the Common Open Space Property. Anything contained herein to the contrary notwithstanding, the cost of installing and maintaining entry features and related improvements, and common areas, located entirely within, and for the sole benefit of any Multi-Family Parcel or Townhome, which are available solely to the Multi-Family Parcel's residents, tenants, occupants and invitees or the Townhome Unit owners, residents, tenants, occupants and invitees, shall not be shared in any way with the Residential Property Owners of Lots in the single-family subdivisions at the Residential Property.

B. Maintenance by Owner.

Each Residential Property Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such property that, if omitted, would adversely affect the safety and usefulness of the Common Open Space Property. Each Residential Property Owner shall maintain those portions of his/her property that are adjacent to any portion of the Common Open Space Property in accordance with the MPO Rules and the requirements set forth in this Declaration. Each Residential Property Owner shall maintain, upkeep, and replace as needed trees located on such Residential Property Owner's Residential Parcel, adjacent to or within the road rights-of-way adjacent to such Residential Property Owner's Residential Parcel.

C. Right of Residential Property Owners Association to Maintain Property.

If any Residential Property Owner fails to maintain his/her property in the manner required herein, and if the MPO Board determines that any maintenance of that property is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Open Space Property by Residential Property Owners, to prevent damage to or destruction of any other part of the Common Open Space Property or to comply with the MPO Rules or the terms of this Declaration, then the MPO Board may authorize its employees or agents or the MPO Manager to enter the Residential Parcel pursuant to the right of entry set forth in Article VII Paragraph D

hereof at any reasonable time to complete the necessary maintenance and the MPO Board may levy a Parcel Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair.

The duly authorized employees, officers, agents and contractors of (i) the MPO Association and (ii) the MPO Manager shall each have a right of entry and access to all Residential Parcels encumbered by this Declaration, including without limitation the Lots, Townhome Parcels and Multi-Family Parcels, for the purpose of performing the MPO Association's rights or obligations set forth in this Declaration. The MPO Association and the MPO Manager may enter any Residential Parcel to remove or correct any violation of this Declaration or the MPO Rules, or to maintain, repair, and replace the Common Open Space Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Residential Property Owner, except in cases of emergency.

E. Damage to Common Open Space Property By Owner or Occupant.

If the Common Open Space Property is damaged by any Residential Property Owner or occupant, his/her family, guests, or invitees, then the RPO Board may levy a Parcel Assessment against such Residential Property Owner for the cost of repairing or replacing the damaged property. The Master Association and the RPO Association is hereby granted a license and shall be entitled to enter a Residential Parcel to repair or maintain any Common Open Space Property adjacent to such Residential Parcel, pursuant to the right of entry set forth in Article VII Paragraph D hereof.

ARTICLE IX. COMMON OPEN SPACE PROPERTY

A. Ownership Operation of Common Property.

All Common Open Space Property as delineated on any subdivision plat of the Residential Property shall be and remain Common Open Space Property in perpetuity and shall not be developed or used for any purpose other than as Common Open Space Property for the benefit of all Residential Property Owners, and the MPO Association and in the case of Common Open Space Property owned by the public at large; provided, however, that any Common Open Space Property located on discrete and distinct Residential Development Phases owned by the MPO Association or an RPO Sub-Association and designated as Common Open Space Property for the use of such Residential Development Phase may be reserved for the exclusive use of the residents of such Residential Development Phase and their invitees.

B. Assignment, Pledge and Conveyance of Common Open Space Property.

The MPO Association may convey any fee interest or any security interest in any portion of the Common Open Space Property, unless such Common Open Space Property constitutes a "limited common element" under Chapter 5312 of the Ohio Revised Code., as amended, in which case the approval of all Residential Property Owners of Lots to which the limited common elements are allocated approve of such conveyance.

ARTICLE X. SUB-ASSOCIATIONS

A. RPO Sub-Association in Residential Areas.

RPO Sub-Associations may be created within any Residential Development Phase subdivided into Lots; provided that any such RPO Sub-Association shall be subject and subordination to this

Declaration. A declaration of Townhome under Chapter 5311 of the Ohio Revised Code, as amended, shall be permitted and considered an RPO Sub-Association hereunder.

B. Subordination of Sub-Associations.

All RPO Sub-Associations shall be subject and subordinate to this Declaration and at all times shall comply with all terms and conditions of this Declaration and the applicable RPO Sub-Association declaration.

C. Approval of RPO Sub-Association Documents.

All documents creating, organizing or governing RPO Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Declarant prior to the MPO Turnover Date, and after the MPO Turnover Date, shall be subject to review and approval by the MPO Board. Such approvals shall be for the sole purpose of establishing compliance with this Declaration, and the development standards of Kintner Crossing and shall not be unreasonably withheld, conditioned or delayed.

D. RPO Sub-Association Limitations.

RPO Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such RPO Sub-Association, as the case may be, and the Owners of Residential Parcels that constitute portions of such property.

E. Collection of Assessments.

As an accommodation to Townhome Associations and their respective members, at the request of a Townhome Association, Assessments hereunder may be passed through the Townhome Association to their respective members on a basis acceptable to the MPO Board.

ARTICLE XI. MISCELLANEOUS

A. Term.

This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by 100% of the Members of the MPO Association to terminate this Declaration.

B. Enforcement; Waiver.

This Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Declarant (if occurring prior to the MPO Turnover Date), any Residential Property Owner, the MPO Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the MPO Board, or any Residential Property Owner to enforce any provision of this Declaration or the MPO Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Residential Parcel, each Developer and Residential Property Owner is

deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the MPO Rules.

C. Amendments.

The Declarant may unilaterally amend this Declaration from time to time, without the consent of any RPO Developer or any Residential Property Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Residential Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Residential Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by Declarant for the orderly development of Kintner Crossing provided, however, any such amendment permitted pursuant to clauses (b) or (e) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Residential Property Owner thereof on such date has consented to such amendment in writing. From and after the MPO Turnover Date, the MPO Board shall have and possess all rights to amend this Declaration as provided in the preceding sentence without the consent of any RPO Developer or any Residential Property Owner. The Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Declaration specifying that such additional property is part of the Residential Property. An amendment to this Declaration shall not require the joinder or consent of any RPO Developer, the MPO Association, the MPO Board, or any Residential Property Owners, mortgagees or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant prior to the MPO Turnover Date, and thereafter by the MPO Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Declaration and the attached MPO Bylaws may be amended only upon the affirmative vote of Members collectively representing not less than seventy-five percent (75%) of the total voting power in the MPO Association. No amendment to this Declaration shall be effective until it is filed of record in the Official Records of Madison County, Ohio.

D. Mortgage Rights.

A holder or insurer of a first mortgage upon any Residential Parcel, upon written request to the MPO Association (which request shall state the name and address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

- a. any amendment of this Declaration or the MPO Bylaws;
- b. any termination of the MPO Association; and
- c. any default under this Declaration which gives rise to a cause of action by the MPO Association against the Residential Property Owner of the Residential Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Residential Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the MPO Association during normal business hours, subject to the limitations contained in Article V, Paragraph I hereof.

E. Indemnification.

The MPO Association shall indemnify every MPO Board member, officer and trustee thereof and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the MPO Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The MPO Board members, officers, and trustees of the MPO Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The MPO Board members, officers and trustees of the MPO Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the MPO Association (except to the extent that such MPO Board members, officers or trustees may also be Members of the MPO Association), and the MPO Association shall indemnify and forever hold its MPO Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any MPO Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

F. Severability.

If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

G. Captions.

The caption of each Article, section, and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

H. Notices.

Notices to a Residential Property Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Residential Property Owner of the property as shown by the records of the MPO Association, as shown on the tax duplicate for the Residential Parcel, or as otherwise designated in writing by the Residential Property Owner.

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Signature page to follow.

IN WITNESS WHEREOF, _____ Company, LLC, as Declarant and Declarant, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

_____ COMPANY,
LLC,
an Ohio limited liability company

By: _____

By: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, a member and the manager of _____ COMPANY, LLC, on behalf of the companies.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

Notary Public

LIST OF EXHIBITS

EXHIBIT A	Survey of Property
EXHIBIT B	Bubble Plan
EXHIBIT C	Bylaws of Residential Property Owners Association

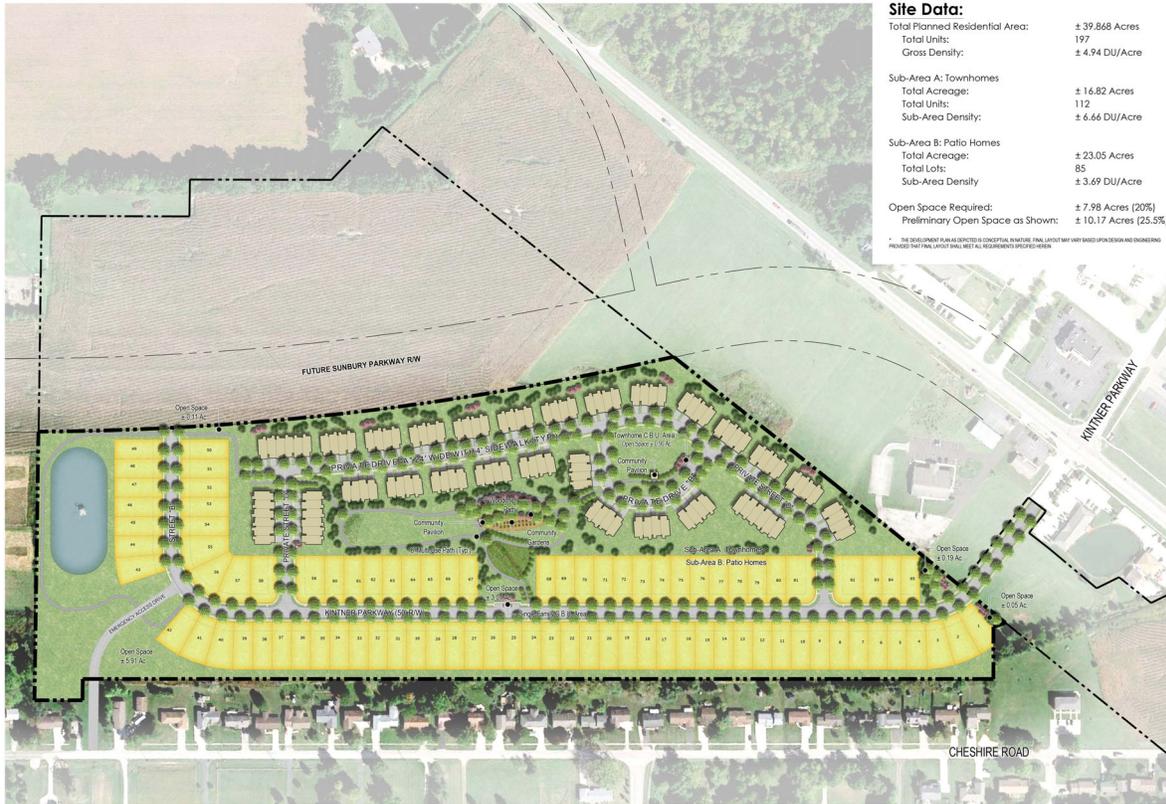
DRAFT

EXHIBIT A

DRAFT

EXHIBIT B

Kintner Crossing Bubble Plan



Site Data:

Total Planned Residential Area:	± 39.868 Acres
Total Units:	197
Gross Density:	± 4.94 DU/Acre
Sub-Area A: Townhomes	
Total Acreage:	± 14.82 Acres
Total Units:	112
Sub-Area Density:	± 6.66 DU/Acre
Sub-Area B: Patio Homes	
Total Acreage:	± 23.05 Acres
Total Lots:	85
Sub-Area Density:	± 3.69 DU/Acre
Open Space Required:	± 7.98 Acres (20%)
Preliminary Open Space as Shown:	± 10.17 Acres (25.5%)

* THE DEVELOPMENT PLAN IS SUBJECT TO CONCEPTUAL AND PRELIMINARY LAYOUTS MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS OF LOCAL ORDINANCE.

Exhibit H - Illustrative Plan



Sunbury, Ohio 04.27.2022



EXHIBIT C
BYLAWS
(code of regulations)
OF

Kintner Crossing **MASTER PROPERTY OWNERS ASSOCIATION, INC.**

SECTION I. NAME AND LOCATION

The name of the Association is Kintner Crossing Residential Property Owners Association, Inc. (the “MPO Association”), which as a nonprofit corporation, is created by _____, an Ohio limited liability company (“Declarant”), pursuant to the provisions of Ohio Revised Code Chapter 1702 and is also created pursuant to the provisions of Ohio Revised Code Chapter 5312 (to the extent applicable) as the Association for a planned community known as “Kintner Crossing” (“Kintner Crossing”).

The principal office of the Association shall be as set forth in its Articles of Incorporation (the “Articles”) filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Association (the “Board”) shall be as set forth herein.

SECTION II. DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Declaration, Restrictions and Bylaws (the “Declaration”), recorded simultaneously with these Bylaws with the Recorder of Madison County, Ohio, as required by Ohio Revised Code Chapter 5312.

SECTION III. ASSOCIATION

1. Membership in Association. The Declarant and Residential Property Owner shall have membership in MPO Association, as further defined and provided in Article VII, Paragraph C of the Declaration, who shall collectively be referred to herein as the “Members”.
2. Organization of Association. The MPO Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.
3. Declarant Control. Declarant shall control the Association as a Member from the time it is established until the earlier to occur of (i) the sale by Declarant as Member of the last subarea by Declarant for Kintner Crossing (whether or not developed), or (ii) the waiver by the Declarant, as Member, of its exclusive voting rights (the “Declarant Control Turnover Date”). Until the Declarant Control Turnover Date, the Declarant or the Declarant’s designee may appoint and remove all members of the Board.
4. Association. The MPO Association and the Board shall exercise all power and authority of the Association. On the Declarant Control Turnover Date, the Board shall be elected by the Members as further defined in Article IV. Paragraph E of the Declaration, excluding the Declarant as Member but including the Declarant as an Owner Member. If a Member is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the Board.

5. Annual Meetings of the Association. Except prior to the Declarant Control Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within the City of Sunbury, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.
6. Special Meetings of the Association. Special meetings of the MPO Association may be called at a location within the City of Sunbury, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the MPO Association.
7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the MPO Association or (b) last supplied by that Member to the MPO Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.
8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Association shall preside over the same, unless otherwise directed by the Board.
9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Association, shall constitute a sufficient quorum for that meeting.
10. Voting Rights. There shall be separate classes of Membership in the MPO Association for a Residential Lot Owner, Unit Owner in a Townhome and Multi-Family Parcel Owners. Each Owner of a residential Lot in one of the single-family subdivisions, each Unit Owner in a Townhome and each Multi-Family Parcel Owner, shall be a Member of the Association. The number of votes to be possessed by each Lot, Unit and Multi-Family Parcel Owner shall be established, and may be amended from time to time, by the Board; provided, however, that each Lot Owner shall have the same number of votes as all other Lot Owners and each Unit Owner shall have the same number of votes as all other Unit Owners. Multi-Family Parcel Owners' voting rights may vary based upon the size, location and use of their respective Parcels as determined by the Board. Notwithstanding the foregoing, one vote on matters upon which Members are entitled to vote shall be allocated to each Lot, exercisable as the Members of the undivided fee simple interest in such Lot determine. Any Owner of a fee simple interest of a Parcel may cast the entire vote with respect to that Parcel on any given matter, unless that vote is contested by a co-owner of that Parcel. If the Owners of the fee simple interest in a Parcel are unable to

agree among themselves as to the vote to be cast with respect to that Lot on a particular matter, no vote shall be cast with respect to that Parcel on that particular matter. The Board may temporarily suspend a Parcel's vote if any assessment, assessment installment, or portion of the same is overdue. Likewise, the Board may temporarily suspend a Parcel's vote if that Parcel's occupants or Members have failed to observe any term of the MPO Declaration, these Bylaws, or rules and regulations duly adopted by the Board, subject to the parameters set forth herein.

11. Voting Power. Except as otherwise provided in the MPO Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.
12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the MPO Association a personally-signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.
13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Kintner Crossing Planned Community in these instances:
 - a. A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the MPO Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or
 - b. for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Association's best interests; provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.
14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater

proportion of the voting power as may be required by the Declaration and Bylaws or by law.

SECTION IV. BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Association to the elected Directors.
2. Successor Directors. On or about the Declarant Control Turnover Date, the MPO Association shall meet, all current Directors shall resign, either in person or in writing, and all Members shall elect three (3) new Directors, one each from the Single-Family Subdivision, Townhome, and Multi-Family Parcel (at which time control of the MPO Association shall be considered to be “turned over to the Members”). The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the new Directors shall be staggered so that the terms of at least one (1) of the Directors will expire and successors be elected at each annual meeting of the MPO Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms as further defined in Article IV; Paragraph E of the Declaration. (By way of example, at this meeting one Director could be given a one-year term, one (1) Director a two-year term, and one (1) Director a three-year term. As a result, at every annual meeting (1) new Director(s) will be elected.
3. Removal. Accepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected by the Members may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director’s successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

In the event all Directors are removed, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Until the Declarant Control Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Members.

4. Qualification. To qualify for nomination, election, or appointment as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel, the spouse of an Owner or co-Owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner. Further, that Owner or co-Owner of a Parcel or such spouse

must not then be delinquent in the payment of any obligation to the Association or be an adverse party to the Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at a meeting. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its sole discretion, determine, but not fewer than the number of vacancies that are to be filled.
6. Election. Unless there are no more nominees than vacancies, election to the Board by the Members shall be by secret written ballot. At the elections, the Members or their proxies may cast, in respect to each vacancy, the number of votes as they are entitled to under the provisions of hereof and the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms, if applicable. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.
7. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.
8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.
9. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.
10. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, including electronic, telephonic, by computer, or otherwise, as long as each member of the Board can hear, participate, and respond to every other member of the Board, shall constitute a quorum for such meeting.
11. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Declaration and Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.
13. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Board member can hear or read in real time and participate and respond to every other member of the Board.
14. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Any written vote or approval shall be filed with the minutes of the meetings of the Board.
15. Powers, Duties and Authority. The Board may act in all instances on behalf of the Association unless otherwise provided in the Declaration and Bylaws or in Ohio Revised Code Chapter 5312, and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:
- a. take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Declaration and Bylaws;
 - b. obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Declaration;
 - c. enforce the covenants, conditions, and restrictions set forth in the Declaration;
 - d. repair, maintain, and improve the Common Property;
 - e. establish, enforce, levy, and collect: assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
 - f. adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their guests on the same;
 - g. suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment for more than thirty (30) days (such rights may be suspended after notice and hearing, indefinitely, for each infraction of published rules and regulations or of any provisions of the Declaration and Bylaws);
 - h. declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
 - i. subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation: management agreements, purchase agreements, and loan documents, all on such terms and conditions as the Board in its sole discretion may determine, subject to the Declaration;
 - j. cause excess funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
 - k. borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

- l. do all things and take all actions permitted to be taken by the Association by law or the Declaration and these Bylaws not specifically reserved to others.
16. Duties. It shall be the duty of the Board, on behalf of the Association, to:
- a. cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;
 - b. present the latest available financial statement of the Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;
 - c. supervise all officers, agents, and employees of the Association and verify that their duties are properly performed;
 - d. prepare or cause an estimated annual budget to be prepared;
 - e. as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;
 - f. issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;
 - g. procure and maintain insurance and bonds, as provided in the Declaration and as the Board deems advisable;
 - h. maintain the _____ Planned Community property, subject to the Association's jurisdiction, within the scope of authority provided in the Declaration;
 - i. cause the restrictions created by the Declaration to be enforced; and
 - j. take all other actions required to comply with all requirements of law and the Declaration and Bylaws.
17. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the MPO Association is vested in Owners other than Declarant, the contract must give the MPO Association the right to terminate it without cause and without penalty at any time after control of the MPO Association has been transferred to or assumed by the Owners other than Declarant.
18. Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional

first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Owners. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Owners other than Declarant shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V. OFFICERS

1. Enumeration of Officers. The officers of this MPO Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the MPO Association. The same person may hold more than one office.
2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the MPO Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.
3. Special Appointments. The Board may appoint any other officers as the affairs of the MPO Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.
4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.
5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:
 - a. President. The President shall preside at all meetings of the Board, have the authority to see that orders and resolutions of the Board are carried out, and sign all legal instruments on behalf of the MPO Association.
 - b. Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the MPO Association together with their addresses.
 - c. Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

SECTION VI. COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

SECTION VII. BOOKS AND RECORDS

The books, records, and financial statements of the Association, including current copies of the Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Section 5312.07 of the Ohio Revised Code, as amended, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

SECTION VIII. FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the MPO Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Association and terminate at the end of the next following 31st day of December.

SECTION IX. COMMON EXPENSES

1. Costs. In accordance with the Declaration, all costs the Association incurs in the administration, governance, and maintenance of the Kintner Crossing Community are Common Expenses and the manner of collection thereof shall be through the imposition and collection of Assessments. Unless otherwise provided in the Declaration, all costs of the administration, operation, maintenance, repair and replacement of the Common Property are Common Expenses.

2. Allocation. The Common Expense liability of each Parcel shall be allocated by the Board as further provided in Article IX, Paragraph B of the Declaration.
3. Assessment. The Board shall estimate the Common Expenses it expects the Association to incur and shall assess each Owner of Parcel Assessments as further provided in Article IX, Paragraph B of the Declaration.
4. Interest. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on any past due Assessment or installment at the rate of twelve percent (12%) per annum or the highest rate permitted by law.

SECTION X. ASSESSMENTS

1. The Association may assess each Parcel Owner all Assessments set forth in Article IX of the Declaration, including, but not limited to:
 - a. Assessments for utility service that are imposed or levied in accordance with the Declaration, as well as expenses the Board incurs in collecting those Assessments;
 - b. Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an Owner or occupant of a Parcel or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;
 - c. Costs associated with the enforcement of the Declaration or the rules and regulations of the Association, including, but not limited to, attorney's fees, court costs, and other expenses;
 - d. All other costs or charges the Declaration or Bylaws permit.
2. The Association shall credit any amount it receives from a Parcel Owner pursuant to this Section in the following order:
 - a. To interest owed to the Association;
 - b. To administrative late fees or enforcement assessments owed to the Association;
 - c. To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment;
 - d. To the oldest principal amounts the Parcel Owner owes to the Association for the Common Expenses chargeable against the Parcel.
3. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the Board shall give the Parcel Owner a written notice that includes all of the following:
 - a. A description of the property damage or violation;
 - b. The amount of the proposed charge or Assessment;
 - c. A statement that the Parcel Owner has a right to a hearing before the Board to contest the proposed charge or Assessment;
 - d. A statement setting forth the procedures to request a hearing;

- e. A reasonable date by which the Parcel Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.
4. Hearing Request
 - a. To request a hearing, the Parcel Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice this division requires. If the Parcel Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement Assessment pursuant to this section.
 - b. If a Parcel Owner requests a hearing, at least seven days prior to the hearing the Board shall provide the Parcel Owner with a written notice that includes the date, time, and location of the hearing.
 - c. The Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.
 - d. Within thirty days following a hearing at which the Board imposes a charge or Assessment, the Association shall deliver a written notice of the charge or assessment to the Parcel Owner.
 - e. Any written notice that this section requires shall be delivered to the Parcel Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

SECTION XI. LIENS ON PROPERTY

1. The Association has a lien upon the estate or interest in any Parcel for the payment of any Assessment or charge levied in accordance with Section 5312.11 of the Ohio Revised Code, as amended, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Parcel and that remain unpaid ten (10) days after any portion has become due and payable.
2. All of the following apply to a lien charged against a Parcel pursuant to this Section XI:
 - a. The lien is effective on the date that a certificate of lien is filed for record in the Office of the Recorder of the Madison County, Ohio, pursuant to authorization by the Board of the Association. The certificate shall contain a description of the Parcel, the name of the record Owner of the Parcel, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the Board or other designated representative of the Association.
 - b. The lien is a continuing lien upon the Parcel against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.
 - c. The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section XI.
 - d. The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first

mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

3. In any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Parcel during the foreclosure action.
4. Following any foreclosure action, the Association or an agent the Board authorizes is entitled to become a purchaser at the foreclosure sale.
5. A mortgage on a Parcel may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Parcel upon which the mortgagee holds the mortgage.

SECTION XII. INDEMNIFICATION

1. Third Party Actions. The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful.
2. Derivative Actions. The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that

individual's duty to the Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section XII shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section XII. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section XII, or (b) by the Members by simple majority vote.
4. Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Association.
5. Advances of Expenses. Expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Association.
6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Association shall maintain all of the following to the extent reasonably available and applicable:
 - a. Property insurance on the Common Property;
 - b. Liability insurance pertaining to the Common Property;
 - c. Directors and officers liability insurance.

The Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XIII. AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Madison County, Ohio Recorder and the Madison County, Ohio Recorder.

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Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Association, has caused these Bylaws to be duly adopted on or as of the ___ day of _____, 20___.

_____,
an Ohio limited liability company

By: _____, its member
and manager

By: _____

DRAFT

EXHIBIT C
BYLAWS
(CODE OF REGULATIONS)
OF
RESIDENTIAL PROPERTY OWNERS ASSOCIATION,
INC.

SECTION I: NAME AND LOCATION

The name of the Association is _____ Residential Property Owners Association, Inc. (the “RPO Association”), which as a nonprofit corporation, is created by _____, an Ohio limited liability company (“Declarant”), pursuant to the provisions of Ohio Revised Code Chapter 1702 and is also created pursuant to the provisions of Ohio Revised Code Chapter 5312 (to the extent applicable) as the Association for a planned community known as “_____” (“_____”).

The principal office of the Association shall be as set forth in its Articles of Incorporation (the “Articles”) filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Association (the “Board”) shall be as set forth herein.

SECTION II: DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Declaration, Restrictions and Bylaws (the “Declaration”), recorded simultaneously with these Bylaws with the Recorder of Madison County, Ohio, as required by Ohio Revised Code Chapter 5312.

SECTION III: ASSOCIATION

1. **Membership in Association.** The Declarant and Residential Property Owner shall have membership in RPO Association, as further defined and provided in Article VII, Paragraph C of the Declaration, who shall collectively be referred to herein as the “Members”.
2. **Organization of Association.** The RPO Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.
3. **Declarant Control.** Declarant shall control the Association as a Member from the time it is established until the earlier to occur of (i) the sale by Declarant as Member of the last subarea by Declarant for _____ (whether or not developed), or (ii) the waiver by the Declarant, as Member, of its exclusive voting rights (the “Declarant Control Turnover Date”). Until the Declarant Control Turnover Date, the Declarant or the Declarant’s designee may appoint and remove all members of the Board.

4. Association. The RPO Association and the Board shall exercise all power and authority of the Association. On the Declarant Control Turnover Date, the Board shall be elected by the Members as further defined in Article IV. Paragraph E of the Declaration, excluding the Declarant as Member but including the Declarant as an Owner Member. If a Member is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the Board.

5. Annual Meetings of the Association. Except prior to the Declarant Control Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within the _____, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the Association. Special meetings of the RPO Association may be called at a location within the _____, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the RPO Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the RPO Association or (b) last supplied by that Member to the RPO Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Association shall preside over the same, unless otherwise directed by the Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. There shall be separate classes of Membership in the RPO Association for a Residential Lot Owner, Unit Owner in a Condominium and Multi-Family Parcel Owners. Each Owner of a residential Lot in one of the single-family subdivisions, each Unit Owner in a Condominium and each Multi-Family Parcel Owner, shall be a Member of the Association. The number of votes to be possessed by each Lot, Unit and Multi-Family Parcel Owner shall be established, and may be amended from time to time, by the Board; provided, however, that each Lot Owner shall have the same number of votes as all other Lot Owners and each Unit Owner shall have the same number of votes as all other Unit Owners. Multi-Family Parcel Owners' voting rights may vary based upon the size, location and use of their respective Parcels as determined by the Board. Notwithstanding the foregoing, one vote on matters upon which Members are entitled to vote shall be

allocated to each Lot, exercisable as the Members of the undivided fee simple interest in such Lot determine. Any Owner of a fee simple interest of a Parcel may cast the entire vote with respect to that Parcel on any given matter, unless that vote is contested by a co-owner of that Parcel. If the Owners of the fee simple interest in a Parcel are unable to agree among themselves as to the vote to be cast with respect to that Lot on a particular matter, no vote shall be cast with respect to that Parcel on that particular matter. The Board may temporarily suspend a Parcel's vote if any assessment, assessment installment, or portion of the same is overdue. Likewise, the Board may temporarily suspend a Parcel's vote if that Parcel's occupants or Members have failed to observe any term of the RPO Declaration, these Bylaws, or rules and regulations duly adopted by the Board, subject to the parameters set forth herein.

11. Voting Power. Except as otherwise provided in the RPO Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the RPO Association a personally-signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the _____ Planned Community in these instances:

(a) A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the RPO Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Declaration and Bylaws or by law.

SECTION IV: BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Association to the elected Directors.

2. Successor Directors. On or about the Declarant Control Turnover Date, the RPO Association shall meet, all current Directors shall resign, either in person or in writing, and all Members shall elect three (3) new Directors, one each from the Single-Family Subdivision, Condominium, and Multi-Family Parcel (at which time control of the RPO Association shall be considered to be “turned over to the Members”). The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the new Directors shall be staggered so that the terms of at least one (1) (_____ in number) of the Directors will expire and successors be elected at each annual meeting of the RPO Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms as further defined in Article IV; Paragraph E of the Declaration. (By way of example, at this meeting one Director could be given a one-year term, one (1) Director a two-year term, and one (1) Director a three-year term. As a result, at every annual meeting _____ (___) new Director(s) will be elected.)

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected by the Members may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director’s successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

In the event all Directors are removed, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Until the Declarant Control Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Members.

4. Qualification. To qualify for nomination, election, or appointment as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel, the spouse of an Owner or co-Owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any

obligation to the Association or be an adverse party to the Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at a meeting. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its sole discretion, determine, but no fewer than the number of vacancies that are to be filled.

6. Election. Unless there are no more nominees than vacancies, election to the Board by the Members shall be by secret written ballot. At the elections, the Members or their proxies may cast, in respect to each vacancy, the number of votes as they are entitled to under the provisions of hereof and the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms, if applicable. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

7. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

9. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

10. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, including electronic, telephonic, by computer, or otherwise, as long as each member of the Board can hear, participate, and respond to every other member of the Board, shall constitute a quorum for such meeting.

11. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Declaration and Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

13. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Board

member can hear or read in real time and participate and respond to every other member of the Board.

14. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Any written vote or approval shall be filed with the minutes of the meetings of the Board.

15. Powers, Duties and Authority. The Board may act in all instances on behalf of the Association unless otherwise provided in the Declaration and Bylaws or in Ohio Revised Code Chapter 5312, and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Declaration and Bylaws;
- (b) obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Declaration;
- (c) enforce the covenants, conditions, and restrictions set forth in the Declaration;
- (d) repair, maintain, and improve the Common Property;
- (e) establish, enforce, levy, and collect: assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- (f) adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their guests on the same;
- (g) suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment for more than thirty (30) days (such rights may be suspended after notice and hearing, indefinitely, for each infraction of published rules and regulations or of any provisions of the Declaration and Bylaws);
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation: management agreements, purchase agreements, and loan documents, all on such terms and conditions as the Board in its sole discretion may determine, subject to the Declaration;
- (j) cause excess funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the Association by law or the Declaration and these Bylaws not specifically reserved to others.

16. Duties. It shall be the duty of the Board, on behalf of the Association, to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

(b) present the latest available financial statement of the Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c) supervise all officers, agents, and employees of the Association and verify that their duties are properly performed;

(d) prepare or cause an estimated annual budget to be prepared;

(e) as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;

(f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;

(g) procure and maintain insurance and bonds, as provided in the Declaration and as the Board deems advisable;

(h) maintain the _____ Planned Community property, subject to the Association's jurisdiction, within the scope of authority provided in the Declaration;

(i) cause the restrictions created by the Declaration to be enforced; and

(j) take all other actions required to comply with all requirements of law and the Declaration and Bylaws.

17. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by

either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the RPO Association is vested in Owners other than Declarant, the contract must give the RPO Association the right to terminate it without cause and without penalty at any time after control of the RPO Association has been transferred to or assumed by the Owners other than Declarant.

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Owners. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Owners other than Declarant shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V: OFFICERS

1. **Enumeration of Officers.** The officers of this RPO Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the RPO Association. The same person may hold more than one office.

2. **Selection and Term.** Except as otherwise specifically provided in the Declaration or by law, the officers of the RPO Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.

3. **Special Appointments.** The Board may appoint any other officers as the affairs of the RPO Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.

4. **Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

5. **Duties.** The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) **President.** The President shall preside at all meetings of the Board, have the authority to see that orders and resolutions of the Board are carried out, and sign all legal instruments on behalf of the RPO Association.

(b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the RPO Association together with their addresses.

(c) Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

SECTION VI: COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

SECTION VII: BOOKS AND RECORDS

The books, records, and financial statements of the Association, including current copies of the Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Section 5312.07 of the Ohio Revised Code, as amended, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

SECTION VIII: FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the RPO Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that

the first fiscal year shall begin on the date of incorporation of this Association and terminate at the end of the next following 31st day of December.

SECTION IX: COMMON EXPENSES

1. **Costs.** In accordance with the Declaration, all costs the Association incurs in the administration, governance, and maintenance of the _____ Community are Common Expenses and the manner of collection thereof shall be through the imposition and collection of Assessments. Unless otherwise provided in the Declaration, all costs of the administration, operation, maintenance, repair and replacement of the Common Property are Common Expenses.

2. **Allocation.** The Common Expense liability of each Parcel shall be allocated by the Board as further provided in Article IX, Paragraph B of the Declaration.

3. **Assessment.** The Board shall estimate the Common Expenses it expects the Association to incur and shall assess each Owner of Parcel Assessments as further provided in Article IX, Paragraph B of the Declaration.

4. **Interest.** If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on any past due Assessment or installment at the rate of twelve percent (12%) per annum or the highest rate permitted by law.

SECTION X: ASSESSMENTS

1. The Association may assess each Parcel Owner all Assessments set forth in Article IX of the Declaration, including, but not limited to:

- (a) Assessments for utility service that are imposed or levied in accordance with the Declaration, as well as expenses the Board incurs in collecting those Assessments;
- (b) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an Owner or occupant of a Parcel or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;
- (c) Costs associated with the enforcement of the Declaration or the rules and regulations of the Association, including, but not limited to, attorney's fees, court costs, and other expenses;
- (d) All other costs or charges the Declaration or Bylaws permit.

2. The Association shall credit any amount it receives from a Parcel Owner pursuant to this Section in the following order:

- (a) To interest owed to the Association;
- (b) To administrative late fees or enforcement assessments owed to the Association;

(c) To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment;

(d) To the oldest principal amounts the Parcel Owner owes to the Association for the Common Expenses chargeable against the Parcel.

3. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the Board shall give the Parcel Owner a written notice that includes all of the following:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or Assessment;

(c) A statement that the Parcel Owner has a right to a hearing before the Board to contest the proposed charge or Assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Parcel Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

4. Hearing Request

(a) To request a hearing, the Parcel Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice this division requires. If the Parcel Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement Assessment pursuant to this section.

(b) If a Parcel Owner requests a hearing, at least seven days prior to the hearing the Board shall provide the Parcel Owner with a written notice that includes the date, time, and location of the hearing.

(c) The Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.

(d) Within thirty days following a hearing at which the Board imposes a charge or Assessment, the Association shall deliver a written notice of the charge or assessment to the Parcel Owner.

(e) Any written notice that this section requires shall be delivered to the Parcel Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

SECTION XI: LIENS ON PROPERTY

1. The Association has a lien upon the estate or interest in any Parcel for the payment of any Assessment or charge levied in accordance with Section 5312.11 of the Ohio Revised Code, as amended, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Parcel and that remain unpaid ten (10) days after any portion has become due and payable.

2. All of the following apply to a lien charged against a Parcel pursuant to this Section XI:

(a) The lien is effective on the date that a certificate of lien is filed for record in the Office of the Recorder of the Union County, Ohio, pursuant to authorization by the Board of the Association. The certificate shall contain a description of the Parcel, the name of the record Owner of the Parcel, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the Board or other designated representative of the Association.

(b) The lien is a continuing lien upon the Parcel against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

(c) The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section XI.

(d) The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

3. In any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Parcel during the foreclosure action.

4. Following any foreclosure action, the Association or an agent the Board authorizes is entitled to become a purchaser at the foreclosure sale.

5. A mortgage on a Parcel may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Parcel upon which the mortgagee holds the mortgage.

SECTION XII: INDEMNIFICATION

1. **Third Party Actions.** The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful.

2. **Derivative Actions.** The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. **Other Determinations of Rights.** Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section XII shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section XII. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section XII, or (b) by the Members by simple majority vote.

4. **Indemnification of Agents and Others.** The Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other

enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Association.

5. Advances of Expenses. Expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Association shall maintain all of the following to the extent reasonably available and applicable:

- (a) Property insurance on the Common Property;
- (b) Liability insurance pertaining to the Common Property;
- (c) Directors and officers liability insurance.

The Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XIII: AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Madison County, Ohio Recorder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Association, has caused these Bylaws to be duly adopted on or as of the ___ day of _____, 20__.

_____, an Ohio
limited liability company

By: _____, its
member and manager

By: _____

TAB 2
ADJACENT PROPERTY OWNERS

E-STELLA 4 LLC
602 CHESHIRE RD
SUNBURY OH 43074

QUINBY IRA & DIANE
704 CHESHIRE RD
SUNBURY OH 43074

FINK ANGELA M & RICKY L
708 CHESHIRE RD
SUNBURY OH 43074

DELANEY RYAN & CHRISTINE
712 CHESHIRE RD
SUNBURY OH 43074

CARVER LOIS C TRUSTEE
716 CHESHIRE RD
SUNBURY OH 43074

MONTGOMERY PATRICK TRUSTEE
720 CHESHIRE RD
SUNBURY OH 43074

OWENS JEFFREY LYNN & BARBARA LEE
724 CHESHIRE RD
SUNBURY OH 43074

MAURER ISAAC & MARGARET MARIE
728 CHESHIRE RD
SUNBURY OH 43074

BROWN MARK E & JUDY L
732 CHESHIRE RD
SUNBURY OH 43074

MILLIGAN GARY R & ELLEN L TRUSTEES
736 CHESHIRE RD
SUNBURY OH 43074

MOODESPAUGH SHERLEY E JR & CAROL
740 CHESHIRE RD
SUNBURY OH 43074

ALBERY DENNIS W & TERESA J
744 CHESHIRE RD
SUNBURY OH 43074

SZYMUSIAK DAVID J & KAREN A
748 CHESHIRE RD
SUNBURY OH 43074

WATTS RUSSELL D & DONNA L
752 CHESHIRE RD
SUNBURY OH 43074

DOLU ALICE K
756 CHESHIRE RD
SUNBURY OH 43074

DEEM MARK A & DEBRA ANN
760 CHESHIRE RD
SUNBURY OH 43074

HAMANN DAVID A & PAMELA S
764 CHESHIRE RD
SUNBURY OH 43074

KERN MATTHEW
768 CHESHIRE RD
SUNBURY OH 43074

JOERING JAMES H & LILLIAN L
772 CHESHIRE RD
SUNBURY OH 43074

BARBEAU STEPHEN V & MARCIA A
TRUSTEES
776 CHESHIRE RD
SUNBURY OH 43074

DILL MARTHA ANN
780 CHESHIRE RD
SUNBURY OH 43074

MARTINEZ KEITH A & ELIZABETH K
784 CHESHIRE RD
SUNBURY OH 43074

KRESS KAREN P & DOUGLAS L
788 CHESHIRE RD
SUNBURY OH 43074

GRILLOT BRIAN J & ABBY L
792 CHESHIRE RD
SUNBURY OH 43074

DELAWARE CREATIVE HOUSING INC
796 CHESHIRE RD
SUNBURY OH 43074

ZELLA LORRI A
800 CHESHIRE RD
SUNBURY OH 43074

N/A
804 CHESHIRE RD
SUNBURY OH 43074

YOUNG ELIZABETH A
808 CHESHIRE RD
SUNBURY OH 43074

JAMISON SCOTT R & GAIL L
816 CHESHIRE RD
SUNBURY OH 43074

HOOPER SUSAN A
& AMOS JERRY D
824 CHESHIRE RD
SUNBURY OH 43074

LONGSHORE JAMES W & RITA S
9743 CHESHIRE RD
SUNBURY OH 43074

MUSGROVE SAMUEL & LINDA
9725 CHESHIRE RD
SUNBURY OH 43074

WALTON DAVID E
9683 CHESHIRE RD
SUNBURY OH 43074

BUXTON RONALD C
145 N UNION ST
DELAWARE OH 43015

CURREN LARRY D
509 DOMIGAN RD
SUNBURY OH 43074

JONES RANDY L & MARSHA A
495 DOMIGAN RD
SUNBURY OH 43074

KIRKS CREEK INVESTMENT LLC
PO BOX 71
SUNBURY OH 43074

RICE DIXIE SUE
395 DOMIGAN RD
SUNBURY OH 43074

STOVER ANTHONY & LINDSEY
221 DOMIGAN RD
SUNBURY 43074

BROWN ROBERT W & KAREN S
CO-TRUSTEES
10214 STATE ROUTE 37
SUNBURY OH 43074

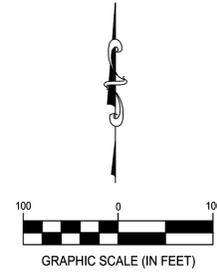
RKJ JUDY LLC
625 EASTGATE PKWY
GAHANNA OH 43230

FORMAN LUANN &
FORMAN LARRY & CO-TRUSTEES
454 WALNUT VIEW DR
SUNBURY OH 43074

TAB 3
SURVEY

ZONING EXHIBIT

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, CITY OF SUNBURY, PART OF FARM LOT 7 IN SECTION 1, TOWNSHIP 4, RANGE 17, UNITED STATES MILITARY LANDS



CURVE TABLE				
CURVE	RADIUS	DELTA	ARC LENGTH	CHORD
C1	7739.44'	11°51'06"	1600.91'	N87° 22' 56"E, 1598.06'
C2	300.00'	6°33'54"	34.37'	S75° 20' 44"W, 34.36'

Anthony & Lindsey Stover
PID #: 41713201010005
DB. 1939, Pg. 2603
21.404 Acres

Dixie Sue Rice
PID #: 41713301004000
O.R. 0603, Pg. 696
0.920 Acres

Dixie Sue Rice
PID #: 41713301003000
O.R. 0603, Pg. 696
5.150 Acres

FARM LOT 6
FARM LOT 7

Larry M Forman Co.
Trustees
PID #: 41713402005008
O.R. 1098, Pg. 2028
15.234 Acres

Kirk Creek Investments
LLC
Parcel # 41713402005007
O.R. 1090, Pg 57
60.241 Acres (Deed)

Kirk's Creek Investments LLC
Parcel # 41713301006000
BK. 9.889 Acres
Pg. 57-61

Randy L. & Marsha Jones
PID #: 41713301006000
DB. 593, Pg. 807
5.000 Acres
Township of Berkshire
City of Sunbury

Larry D. Curran
Parcel # 41713301006000
DB. 563, Pg. 451
5.000 Acres
N 04° 20' 04" E 726.72'

Ronald C. Buxton
Parcel # 41713301006000
DB. 423, Pg. 759
2.140 Acres
S 04° 28' 35" W 57.63'

James W. & Rita S.
Parcel # 41713301021000
DB. 1374, Pg. 226
No Acreage on Record
N 88° 20' 26" W 129.95'

39.868 ACRES
Kirk Creek Investments LLC
Parcel # 41713402005007
O.R. 1090, Pg 57
60.241 Acres (Deed)

Larry M Forman Co. Trustees
PID #: 41713402005008
O.R. 1098, Pg. 2028
1.009 Acres

Larry M Forman Co. Trustees
PID #: 41713402005008
O.R. 1098, Pg. 2028
1.001 Acres

RW-Jay LLC
PID #: 41713402002000
3.010 Acres

Larry M Forman
Earl Trustees
O.R. 1098, Pg. 2028
0.449 Acres

Larry M Forman
Earl Trustees
O.R. 1098, Pg. 1269
0.803 Acres (Deed)

E-Stella 4 LLC
PID #: 41713402006000
BK 1279 Pg 2283-2284

WILLOWICK SUBDIVISION
Plat Book 14, Page 61

Cheshire Road (Public) (60' Width)

West Cherry Street (Public) (60' Width)

Unimproved
Right-of-Way (60' Width)

ZONING EXHIBIT

Kirk Creek Investment Tract 39.868 ACRES

City of Sunbury Delaware County, State of Ohio

SCALE: 1" = 100' DATE: 06/21/2022

DESIGN: NA	 WWW.CESOINC.COM	JOB NO.: 760061
DRAWN: ABP		SHEET NO.:
CHECKED: ALB		1 OF 1

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE DELAWARE COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

EXHIBIT A

ZONING DESCRIPTION

39.868 Acres

Larry M Forman, Trustees

Situated in the State of Ohio, County of Delaware, City of Sunbury, part of Farm Lot 7 in Section 1, Township 4, Range 17, United States Military Lands, and being all out of that 60.241 acre tract as conveyed to Kirk Creek Investments, LLC in Official Record 1090, Page 57, all deed references refer to the records of the recorder's office in Delaware County, Ohio and described as follows:

Beginning at the northwesterly corner of Lot 870 of Willowick Subdivision of record in Plat Book 14, Page 61 and being the southwesterly corner of said 60.241 acre tract;

Thence with the westerly line of said 60.241 acre tract, North 04°30'04" East, a distance of 726.72 feet to a point;

Thence through said 60.241 acre tract, the following courses:

South 86°41'31" East, a distance of 0.76 feet to a point of curvature;

With a curve to the left, having a radius of 7739.44 feet, a delta angle of 11°51'06", and a chord bearing and distance of North 87°22'56" East, 1598.06 feet to a point of tangency;

North 81°27'33" East, a distance of 132.37 feet to a point on the easterly line of said 60.241 acre tract;

Thence with the easterly line thereof, South 48°00'05" East, a distance of 551.19 feet, to an angle point thereof;

Thence continuing with said easterly line, South 47°18'25" East, a distance of 599.30 feet to a southerly corner thereof;

Thence with the southerly line of said 60.241 acre tract, the following courses:

With a curve to the right, having a radius of 300.00 feet, a delta angle of 6°33'54", and a chord bearing and distance of South 75°20'44" West, 34.36 feet to an angle point thereof;

South 03°39'34" West, a distance of 141.61 feet to an angle point thereof being the northeasterly corner of said Willowick Subdivision;

North 86°20'26" West, a distance of 2463.75 feet to an angle point in said southerly line and said northerly line;

South 04°28'35" West, a distance of 57.63 feet to an angle point in said southerly line and said northerly line;

North 86°20'26" West, a distance of 129.95 feet to the **Point of Beginning** and containing 39.868 acres of land, more or less.

This description was prepared from existing records and is for zoning purposes only and is not for Deed Transfer purposes.

EXHIBIT B



TAB 4
DEVELOPMENT PLAN EXHIBITS

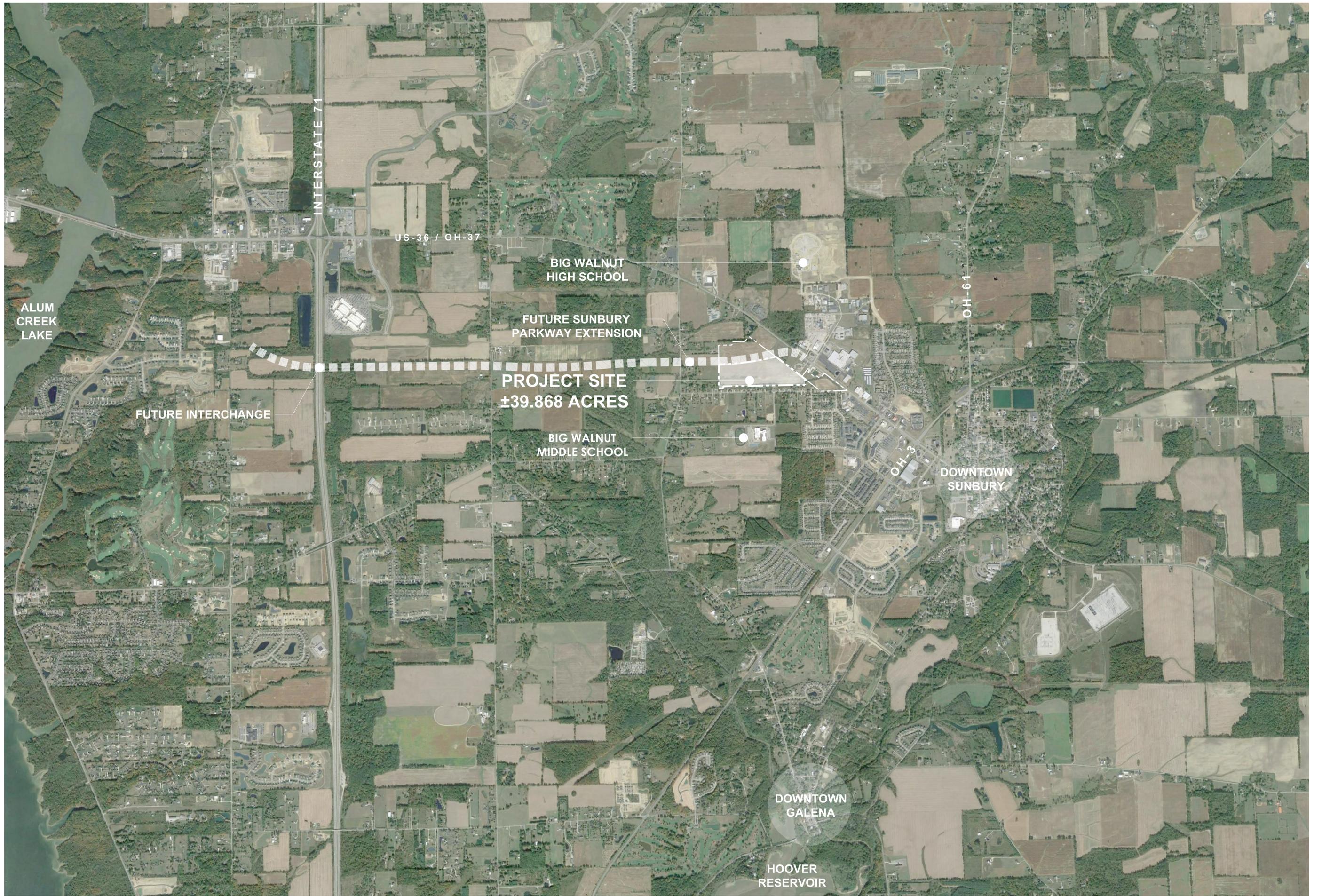
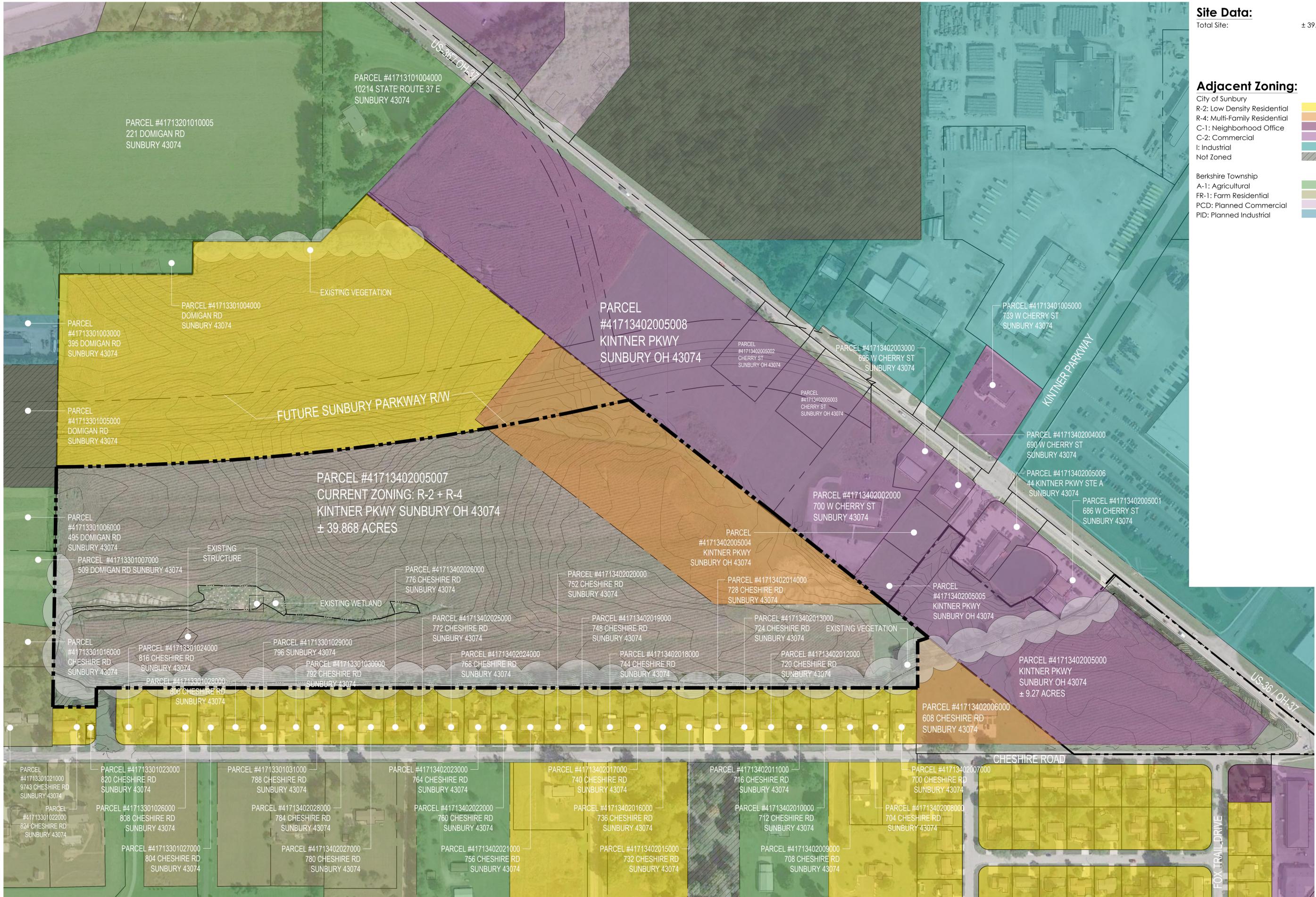


Exhibit C1 - Regional Context Plan

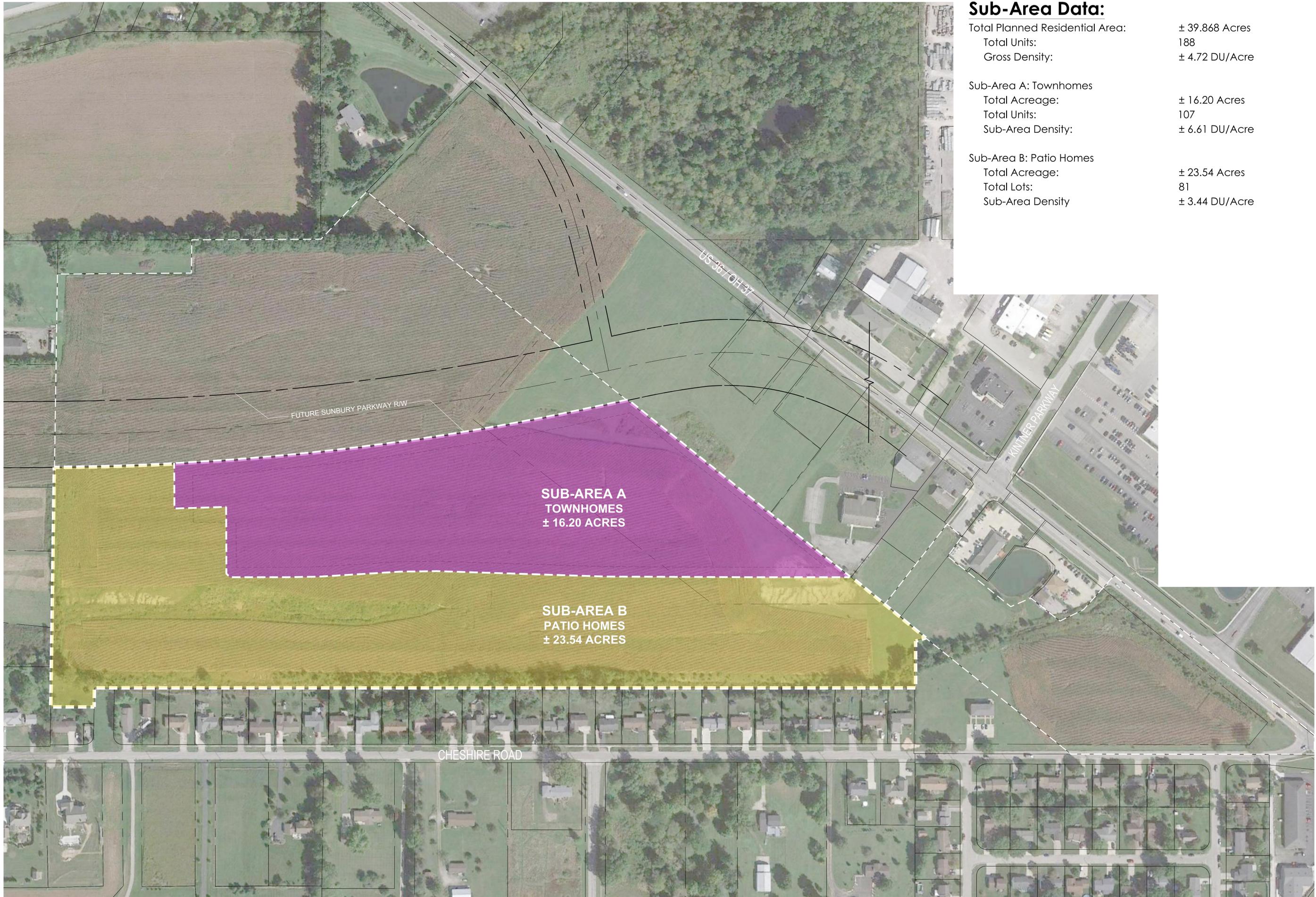


Site Data:
 Total Site: ± 39.868 Acres

- Adjacent Zoning:**
- City of Sunbury
 R-2: Low Density Residential
 R-4: Multi-Family Residential
 C-1: Neighborhood Office
 C-2: Commercial
 I: Industrial
 Not Zoned
- Berkshire Township
 A-1: Agricultural
 FR-1: Farm Residential
 PCD: Planned Commercial
 PID: Planned Industrial

PARCEL #41713402005007
 CURRENT ZONING: R-2 + R-4
 KINTNER PKWY SUNBURY OH 43074
 ± 39.868 ACRES

Exhibit C2 - Existing Site Conditions



Sub-Area Data:

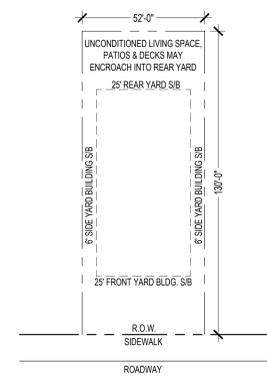
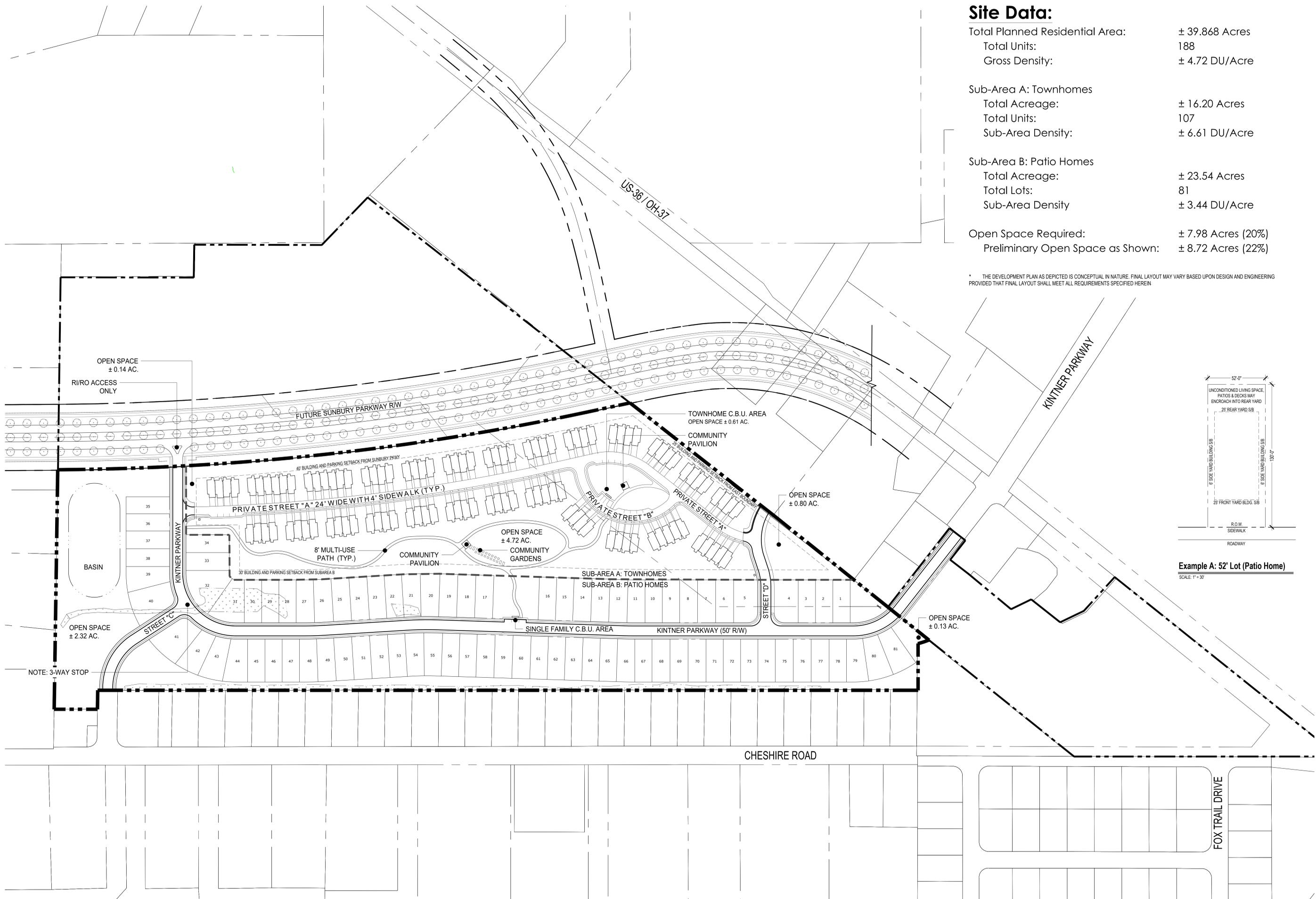
Total Planned Residential Area:	± 39.868 Acres
Total Units:	188
Gross Density:	± 4.72 DU/Acre
Sub-Area A: Townhomes	
Total Acreage:	± 16.20 Acres
Total Units:	107
Sub-Area Density:	± 6.61 DU/Acre
Sub-Area B: Patio Homes	
Total Acreage:	± 23.54 Acres
Total Lots:	81
Sub-Area Density:	± 3.44 DU/Acre

Exhibit D - Sub-Area Development Plan

Site Data:

Total Planned Residential Area:	± 39.868 Acres
Total Units:	188
Gross Density:	± 4.72 DU/Acre
Sub-Area A: Townhomes	
Total Acreage:	± 16.20 Acres
Total Units:	107
Sub-Area Density:	± 6.61 DU/Acre
Sub-Area B: Patio Homes	
Total Acreage:	± 23.54 Acres
Total Lots:	81
Sub-Area Density:	± 3.44 DU/Acre
Open Space Required:	± 7.98 Acres (20%)
Preliminary Open Space as Shown:	± 8.72 Acres (22%)

* THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN

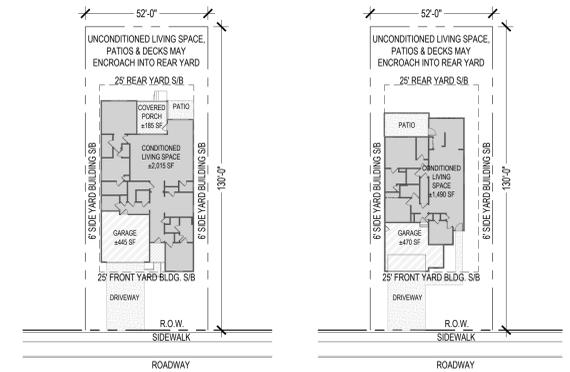


Example A: 52' Lot (Patio Home)
SCALE: 1" = 30'

Estimated Lot Coverage[†]:

Sub-Area A: Townhomes
 Total Acreage: ± 16.20 Acres
 Estimated Lot Coverage[†]: ± 3.14 Acres (19.4%)

Sub-Area B: Patio Homes
 Total Acreage: ± 23.54 Acres
 Estimated Lot Coverage[†]: Varies per owner options, see diagram below



Example A: 52' Lot (Patio Home)

SCALE: 1" = 30'

± 41% Lot Coverage[†]

Example B: 52' Lot (Patio Home)

SCALE: 1" = 30'

± 30% Lot Coverage[†]

[†] The ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage, per S81.03.441

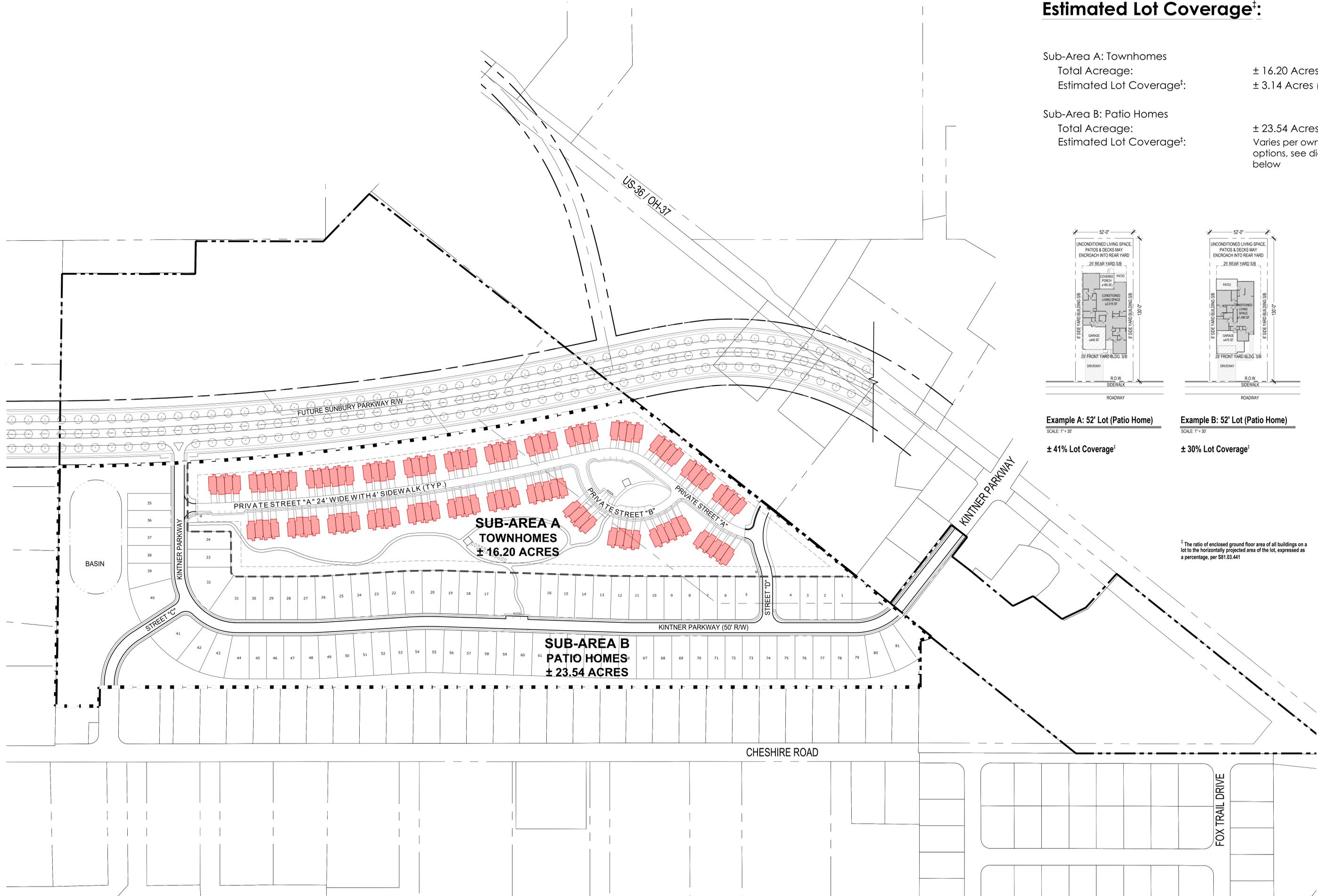


Exhibit E1 - Lot Coverage

Site Data:

Open Space Required: ± 7.98 Acres (20%)
 Preliminary Open Space as Shown: ± 8.72 Acres (22%)

KEY:

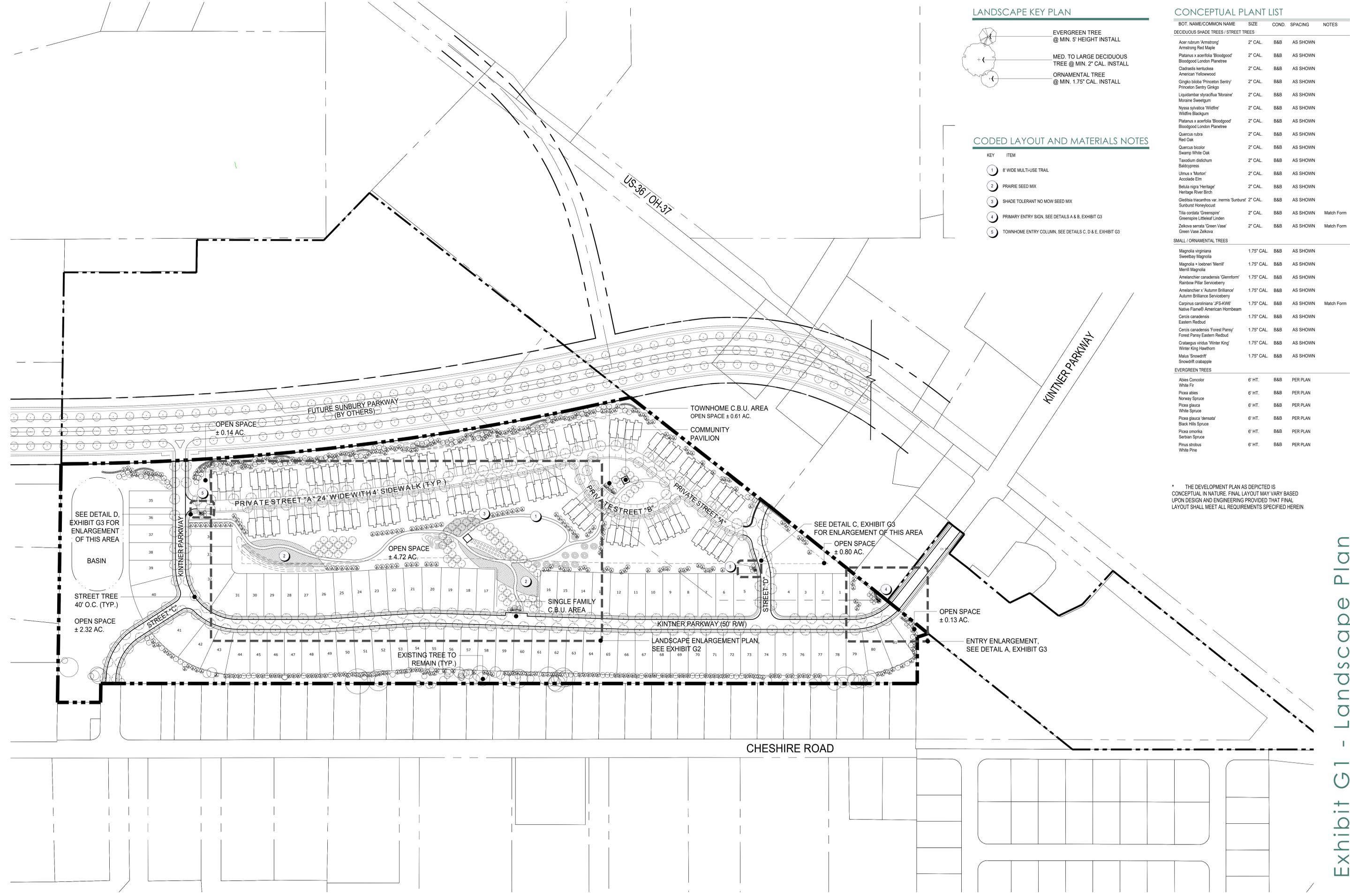
- Open Space: 
- 4' Sidewalk: 
- 8' Multi-Use Path**: 

* THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN

** THE PROPOSED MULTI-USE TRAIL WILL COMPLY WITH CODE SUB-SECTION 81.16.25



Exhibit F - Open Space / Pedestrian Plan



LANDSCAPE KEY PLAN



CODED LAYOUT AND MATERIALS NOTES

- KEY ITEM
- 1 8' WIDE MULTI-USE TRAIL
 - 2 PRAIRIE SEED MIX
 - 3 SHADE TOLERANT NO MOW SEED MIX
 - 4 PRIMARY ENTRY SIGN, SEE DETAILS A & B, EXHIBIT G3
 - 5 TOWNHOME ENTRY COLUMN, SEE DETAILS C, D & E, EXHIBIT G3

CONCEPTUAL PLANT LIST

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
DECIDUOUS SHADE TREES / STREET TREES				
Acer rubrum 'Armstrong' / Armstrong Red Maple	2" CAL.	B&B	AS SHOWN	
Platanus x acerifolia 'Bloodgood' / Bloodgood London Planetree	2" CAL.	B&B	AS SHOWN	
Cedrus x hinokia / American Yellowwood	2" CAL.	B&B	AS SHOWN	
Ginkgo biloba 'Princeton Sentry' / Princeton Sentry Ginkgo	2" CAL.	B&B	AS SHOWN	
Liquidambar styraciflua 'Moraine' / Moraine Sweetgum	2" CAL.	B&B	AS SHOWN	
Nyssa sylvatica 'Wildfire' / Wildfire Blackgum	2" CAL.	B&B	AS SHOWN	
Platanus x acerifolia 'Bloodgood' / Bloodgood London Planetree	2" CAL.	B&B	AS SHOWN	
Quercus rubra / Red Oak	2" CAL.	B&B	AS SHOWN	
Quercus bicolor / Swamp White Oak	2" CAL.	B&B	AS SHOWN	
Taxodium distichum / Baldcypress	2" CAL.	B&B	AS SHOWN	
Ulmus x 'Morton' / Ascot Elm	2" CAL.	B&B	AS SHOWN	
Betula nigra 'Heritage' / Heritage River Birch	2" CAL.	B&B	AS SHOWN	
Gleditsia triacanthos var. inermis 'Sunburst' / Sunburst Honeylocust	2" CAL.	B&B	AS SHOWN	
Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	2" CAL.	B&B	AS SHOWN	Match Form
Zelkova serrata 'Green Vase' / Green Vase Zelkova	2" CAL.	B&B	AS SHOWN	Match Form
SMALL / ORNAMENTAL TREES				
Magnolia virginiana / Sweetbay Magnolia	1.75" CAL.	B&B	AS SHOWN	
Magnolia x loebnari 'Merrill' / Merrill Magnolia	1.75" CAL.	B&B	AS SHOWN	
Amelanchier canadensis 'Glenform' / Rainbow Pillar Serviceberry	1.75" CAL.	B&B	AS SHOWN	
Amelanchier x 'Autumn Brilliance' / Autumn Brilliance Serviceberry	1.75" CAL.	B&B	AS SHOWN	
Carpinus caroliniana 'JFS-KWB' / Native Flame® American Hornbeam	1.75" CAL.	B&B	AS SHOWN	Match Form
Cercis canadensis / Eastern Redbud	1.75" CAL.	B&B	AS SHOWN	
Cercis canadensis 'Forest Pansy' / Forest Pansy® Eastern Redbud	1.75" CAL.	B&B	AS SHOWN	
Crataegus viridis 'Winter King' / Winter King Hawthorn	1.75" CAL.	B&B	AS SHOWN	
Malus 'Snowdrift' / Snowdrift crabapple	1.75" CAL.	B&B	AS SHOWN	
EVERGREEN TREES				
Abies concolor / White Fir	6' HT.	B&B	PER PLAN	
Picea abies / Norway Spruce	6' HT.	B&B	PER PLAN	
Picea glauca / White Spruce	6' HT.	B&B	PER PLAN	
Picea glauca 'densata' / Black Hills Spruce	6' HT.	B&B	PER PLAN	
Picea omorika / Serbian Spruce	6' HT.	B&B	PER PLAN	
Pinus strobus / White Pine	6' HT.	B&B	PER PLAN	

* THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN

Exhibit G1 - Landscape Plan



B 20' x 20' PAVILION (or owner approved equal)

SCALE NTS

LANDSCAPE KEY PLAN



CODED LAYOUT AND MATERIALS NOTES

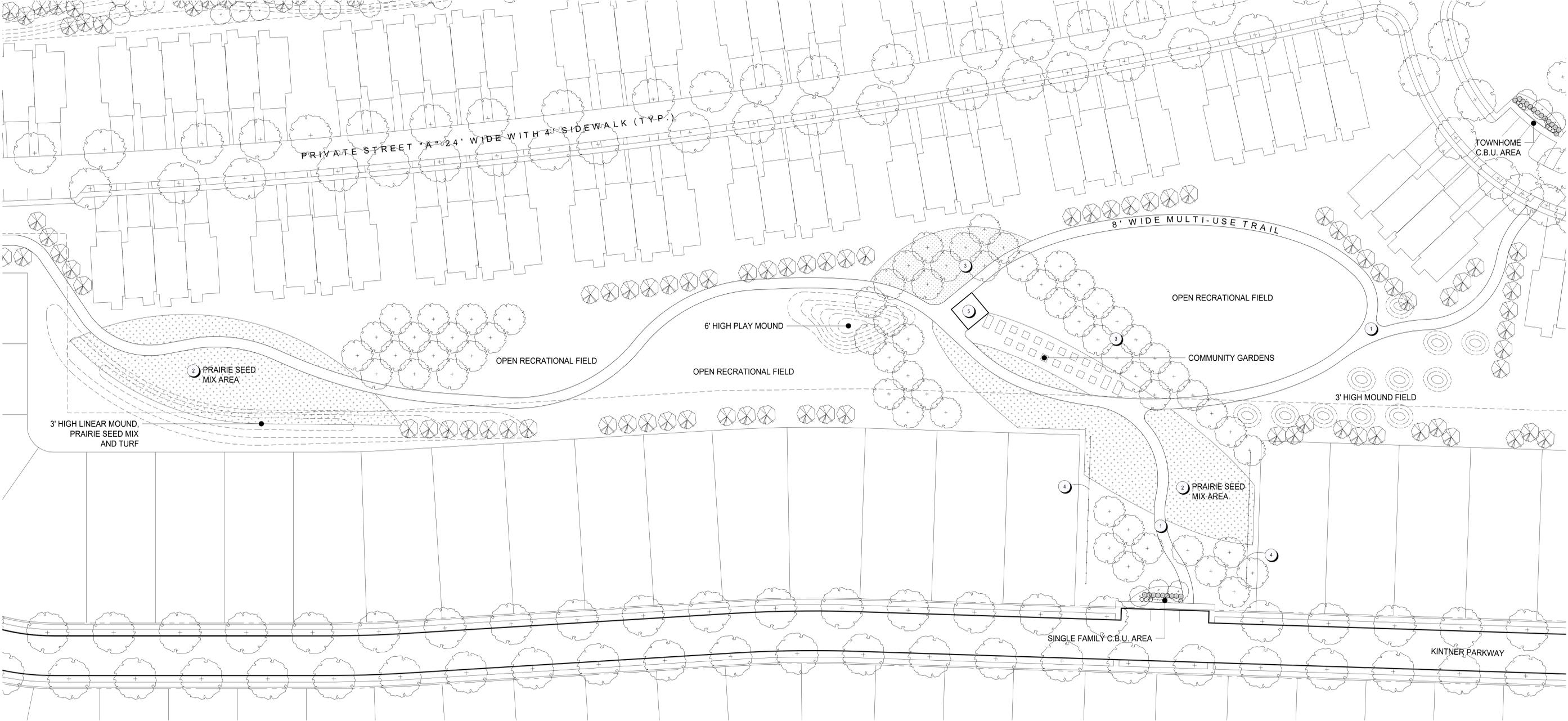
- KEY ITEM
- 1 8' WIDE MULTI-USE TRAIL
 - 2 PRAIRIE SEED MIX
 - 3 SHADE TOLERANT NO MOW SEED MIX
 - 4 4-RAIL FENCE, SEE DETAIL F, EXHIBIT G3
 - 5 COMMUNITY PAVILION, SEE DETAIL B, EXHIBIT G2

* THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN

PLANT LIST

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
DECIDUOUS SHADE TREES / STREET TREES					
AC WB	Acer saccharum 'Wright Brothers' Wright Brothers Sugar Maple	2" CAL.	B&B	AS SHOWN	Match Form
CE XM	Celtis x Magnifica Magnifica Hackberry	2" CAL.	B&B	AS SHOWN	Match Form
CL KE	Cedrastris kentuckea American Yellowwood	2" CAL.	B&B	AS SHOWN	Match Form
GI PR	Gingko biloba 'Princeton Sentry' Princeton Sentry Ginkgo	2" CAL.	B&B	AS SHOWN	Match Form
LI MO	Liquidambar styraciflua 'Moraine' Moraine Sweetgum	2" CAL.	B&B	AS SHOWN	Match Form
NY SY	Nyssa sylvatica 'Wildfire' Wildfire Blackgum	2" CAL.	B&B	AS SHOWN	Match Form
PL AC	Platanus x acerifolia 'Bloodgood' Bloodgood London Planetree	2" CAL.	B&B	AS SHOWN	Match Form
QU RU	Quercus rubra Red Oak	2" CAL.	B&B	AS SHOWN	Match Form
QU BI	Quercus bicolor Swamp White Oak	2" CAL.	B&B	AS SHOWN	Match Form
TA DI	Taxodium distichum Baldcypress	2" CAL.	B&B	AS SHOWN	Match Form
UL AC	Ulmus x 'Morton' Accolade Elm	2" CAL.	B&B	AS SHOWN	Match Form
SMALL / ORNAMENTAL TREES					
AM GR	Amelanchier x 'Autumn Brilliance' Autumn Brilliance Serviceberry	1.75" CAL.	B&B	AS SHOWN	Match Form
CA NF	Carpinus caroliniana 'JFS-KW' Native Flame® American Hornbeam	1.75" CAL.	B&B	AS SHOWN	Match Form
CE CA	Cercis canadensis Eastern Redbud	1.75" CAL.	B&B	AS SHOWN	Match Form
CR WK	Crataegus viridis 'Winter King' Winter King Hawthorn	1.75" CAL.	B&B	AS SHOWN	Match Form
MA SN	Malus 'Snowdrift' Snowdrift crabapple	1.75" CAL.	B&B	AS SHOWN	Match Form

EVERGREEN TREES			
AB CO	Abies Concolor White Fir	6' HT.	B&B PER PLAN
PI AB	Picea abies Norway Spruce	6' HT.	B&B PER PLAN
PI GL	Picea glauca White Spruce	6' HT.	B&B PER PLAN
PI DE	Picea glauca 'densata' Black Hills Spruce	6' HT.	B&B PER PLAN
PI OM	Picea omorika Serbian Spruce	6' HT.	B&B PER PLAN
PI ST	Pinus strobus White Pine	6' HT.	B&B PER PLAN
FLOWERING/DECIDUOUS SHRUBS			
CO KE	Cornus sericea 'Kelsey' Kelsey's Dwarf Red-Osier Dogwood	18" HT.	#3 CONT. PER PLAN
HY LI	Hydrangea paniculata 'Jane' Little Lime Hydrangea	36" HT.	#5 CONT. PER PLAN
HY QU	Hydrangea quercifolia 'Ruby Slippers' Ruby Slippers Oakleaf Hydrangea	30" HT.	#3 CONT. PER PLAN
SP GF	Spiraea x bumalda 'Goldflame' Goldflame Spiraea	18" HT.	#3 CONT. PER PLAN
PERENNIALS/ORNAMENTAL GRASSES			
CA AC	Calamagrostis acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass		#2 CONT. PER PLAN
CO VE	Carex verticillata 'Moonbeam' Moonbeam Carex		#1 CONT. PER PLAN
EC PU	Echinacea purpurea 'Magnus' Magnus Coneflower		#1 CONT. PER PLAN
HE ST	Hemerocallis 'Stella d'Oro' Stella d'Oro Daylily		#1 CONT. PER PLAN
MI GR	Miscanthus sinensis 'Gracillimus' Gracillimus Maiden Grass		#3 CONT. PER PLAN
PE AT	Pterocarya atropurpurea 'Little Spire' Little Spire Russian Sage		#1 CONT. PER PLAN
NE FA	Nepeta x fassenii 'Walker's Low' Walker's Low Catmint		#1 CONT. PER PLAN



A PARK LANDSCAPE ENLARGEMENT PLAN SCALE 1"=30'

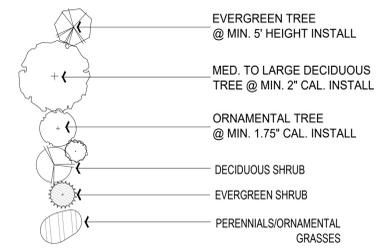
Exhibit G2 - Landscape Enlargement Plan

CODED LAYOUT AND MATERIALS NOTES

LANDSCAPE KEY PLAN

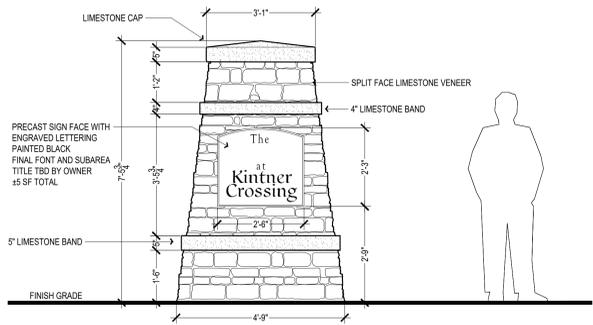
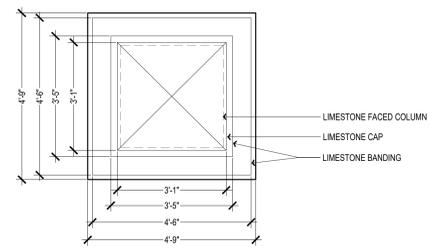
CONCEPTUAL PLANT LIST

- KEY ITEM
- 1 DEVELOPMENT IDENTIFICATION SIGN, SEE DETAIL B, EXHIBIT G3
 - 2 TOWNHOME ENTRY COLUMN, SEE DETAIL E, EXHIBIT G3
 - 3 SIGN UPLIGHT
 - 4 4-RAIL BOARD FENCE, SEE DETAIL F, EXHIBIT G3

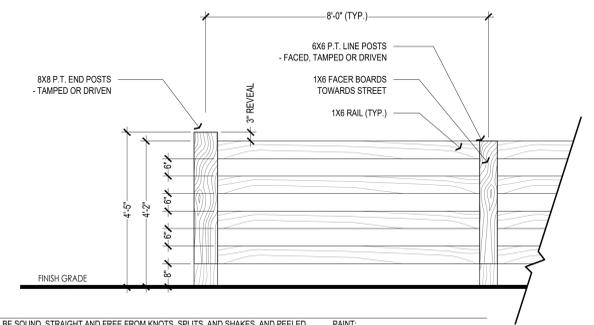


* THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
EVERGREEN SHRUBS				
Thuja occidentalis 'Boboazam' Mr. Bowling Ball Arborvitae	24" HT.	B&B	PER PLAN	
DECIDUOUS SHRUBS				
Buxus x 'Green Velvet' Green Velvet Boxwood	30" HT.	B&B	PER PLAN	
SMALL FLOWERING / DECIDUOUS SHRUBS				
Viburnum carlesii Koreanspice Viburnum	24" HT.	#5 Cont.	PER PLAN	
Fothergilla x 'Mount Airy' Mount Airy Fothergilla	24" HT.	#3 Cont.	PER PLAN	
Spiraea japonica 'Goldmound' Goldmound Spiraea	18" HT.	#3 Cont.	PER PLAN	
GRASSES, PERENNIALS, GROUNDCOVERS, & VINES				
Miscanthus sinensis 'Morning Light' Morning Light Miscanthus	-	#3 Cont.	Plant @ 36" O.C.	
Coropis verticillata Moonbeam Moonbeam Tickseed	-	#1 Cont.	Plant @ 18" O.C.	
Salvia x sylvestris 'Snow Hill' Snow Hill Meadow Sage	-	#1 Cont.	Plant @ 12" O.C.	
Hemerocallis 'Going Bananas' Going Bananas Daylily	-	#1 Cont.	Plant @ 18" O.C.	
Pennisetum alopecuroides 'Hamel' Hamel Dwarf Fountain Grass	-	#1 Cont.	Plant @ 24" O.C.	

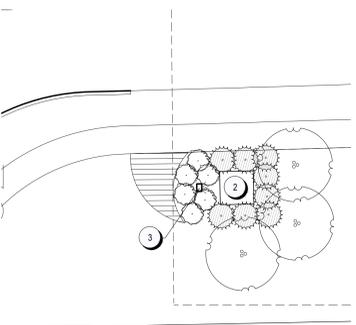


E TOWNHOME ENTRY COLUMN
SCALE: 1/2" = 1'-0"

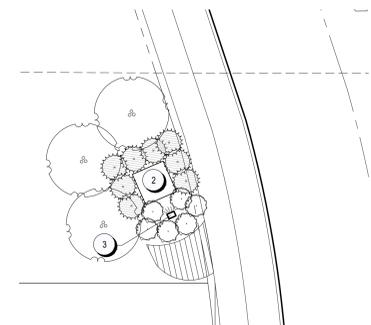


NOTES:
POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE
PAINT: MATTE BLACK
FENCE BOARDS: BOARDS SHALL BE 1" X 6" X 16' POPLAR, PRESSURE TREATED. THE BOARDS SHALL BE SOUND, STRAIGHT AND FREE OF KNOTS AND SHAKES
FASTENERS: NAILS-100 PAIN SHANK BOX GALVANIZED

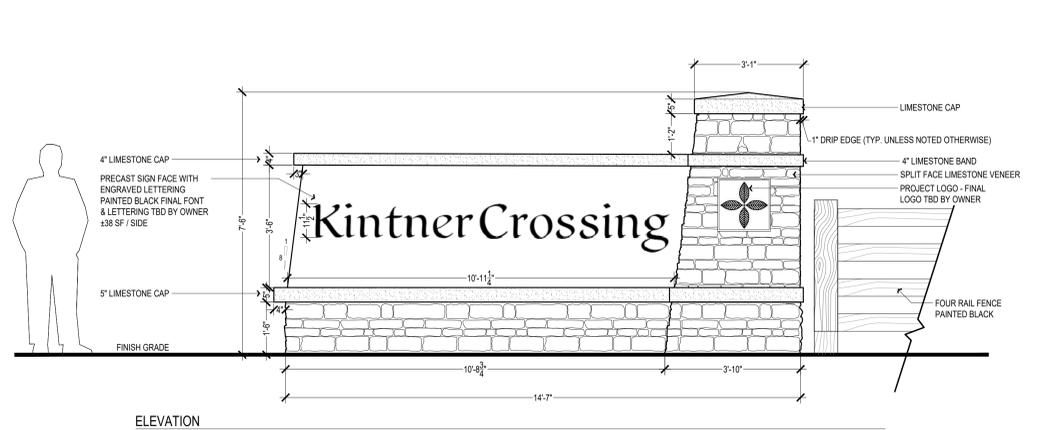
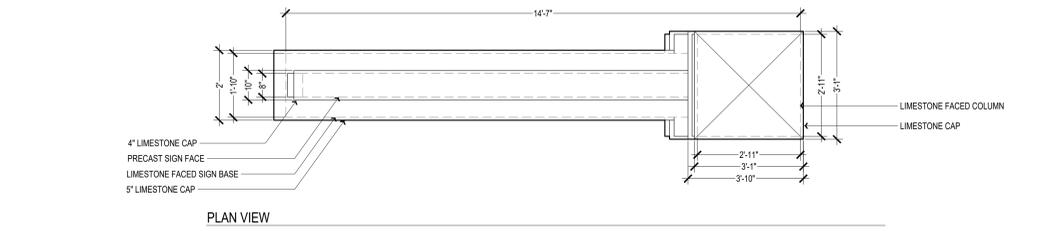
F 4-RAIL BOARD FENCE
SCALE: 1/2" = 1'-0"



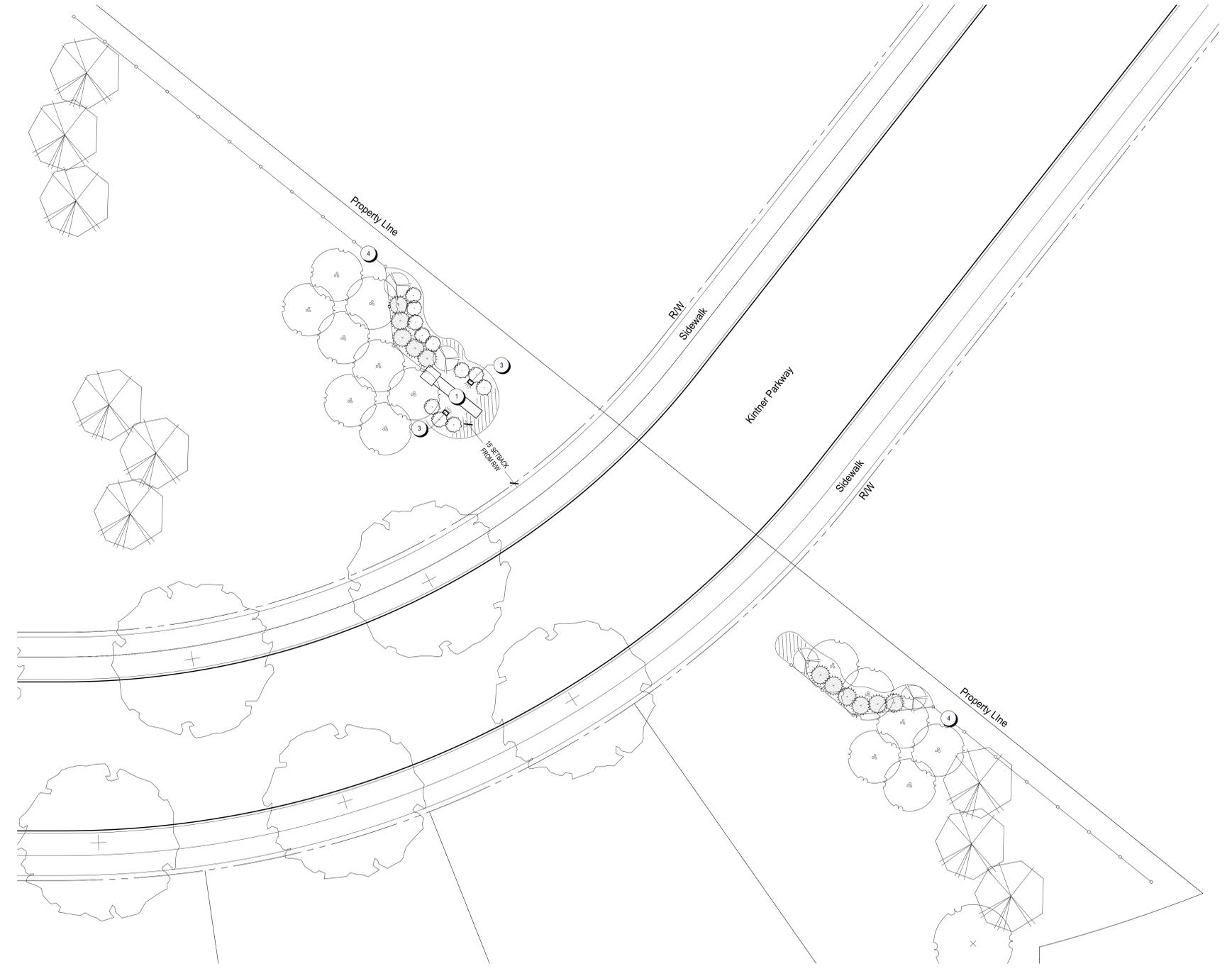
D TOWNHOME WEST ENTRY ENLARGEMENT PLAN
SCALE 1"=10'



C TOWNHOME EAST ENTRY ENLARGEMENT PLAN
SCALE 1"=10'



B DOUBLE SIDED DEVELOPMENT IDENTIFICATION SIGN
SCALE: 1/2" = 1'-0"



A PRIMARY ENTRY CONCEPTUAL LANDSCAPE ENLARGEMENT PLAN
SCALE 1"=10'

Exhibit G3 - Entry Enlargement Plans and Sign Details

Tree Preservation Key

- EXISTING TREE INDEX NUMBER
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE PRESERVED

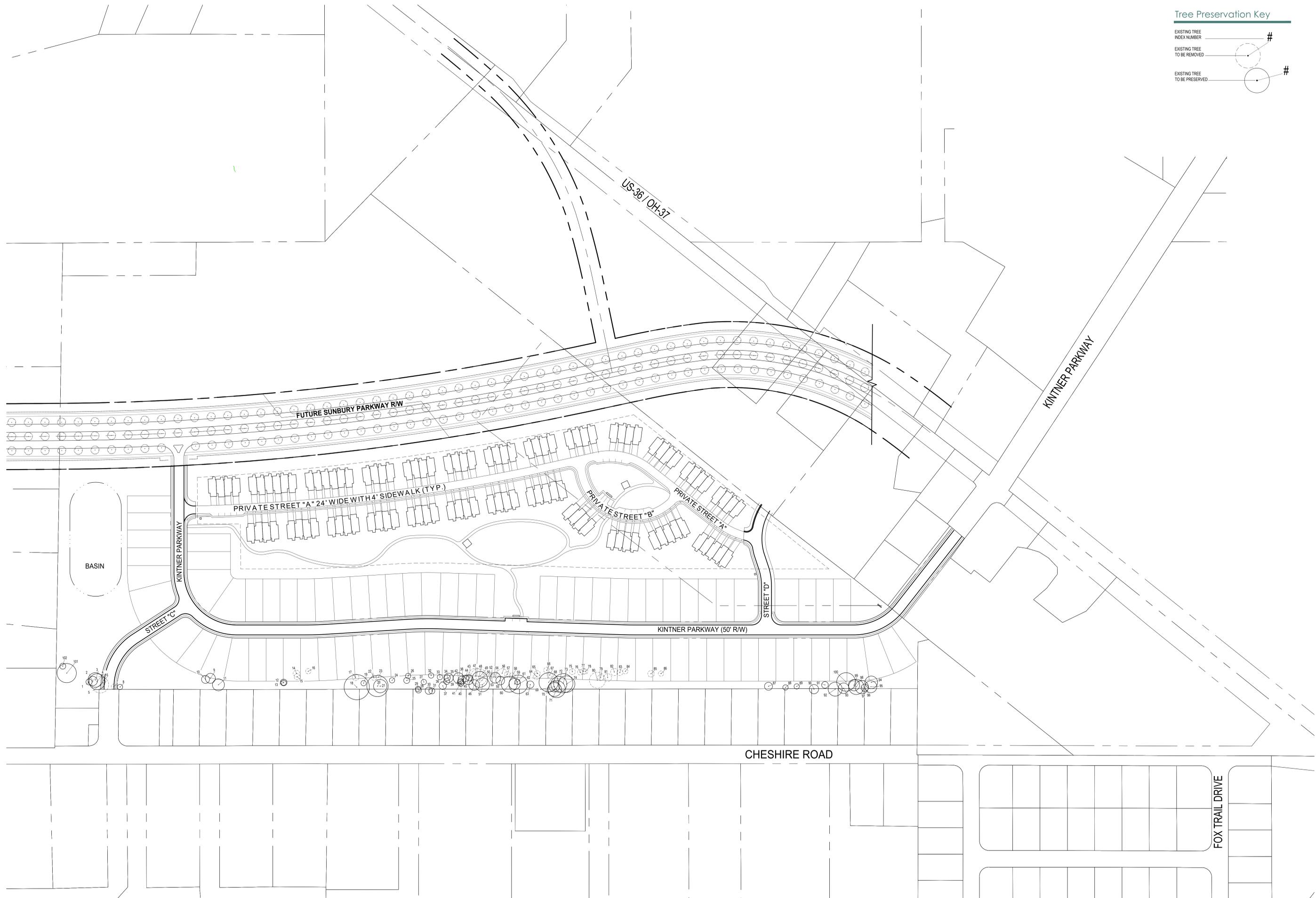


Exhibit G5 - Tree Preservation Plan

TREE#	D.B.H.	SPECIES	CONDITION	STATUS
1	9	COTTONWOOD	GOOD	PRESERVE
2	14	COTTONWOOD	GOOD	PRESERVE
3	22	COTTONWOOD	GOOD	PRESERVE
4	24	COTTONWOOD	GOOD	PRESERVE
5	25	COTTONWOOD	GOOD	REMOVE
6	8	WALNUT	GOOD	REMOVE
7	8	WILLOW	FAIR	REMOVE
8	8	WILLOW	GOOD	PRESERVE
9	15	ELM	GOOD	PRESERVE
10	12	RED CEDAR	FAIR	PRESERVE
11	18	COTTONWOOD	FAIR	PRESERVE
12	10	COTTONWOOD	FAIR	PRESERVE
13	8	COTTONWOOD	FAIR	PRESERVE
14	10	PEAR	GOOD	REMOVE
15	9	PEAR	GOOD	REMOVE
16	8	PEAR	GOOD	REMOVE
17	10	PEAR	GOOD	REMOVE
18	38	COTTONWOOD	FAIR	PRESERVE
19	8	PEAR	GOOD	PRESERVE
20	32	COTTONWOOD	FAIR	PRESERVE
21	20	COTTONWOOD	FAIR	PRESERVE
22	8	PEAR	GOOD	REMOVE
23	8	PEAR	GOOD	REMOVE
24	8	PEAR	GOOD	PRESERVE
25	9	PEAR	GOOD	PRESERVE
26	8	PEAR	GOOD	PRESERVE
27	8	PEAR	GOOD	PRESERVE
28	9	MAPLE	GOOD	PRESERVE
29	8	MAPLE	GOOD	PRESERVE
30	11	MAPLE	GOOD	PRESERVE
31	9	PINE	GOOD	PRESERVE
32	8	PEAR	GOOD	PRESERVE
33	8	PEAR	GOOD	PRESERVE
34	9	PEAR	GOOD	PRESERVE
35	14	PEAR	GOOD	PRESERVE
36	9	PEAR	GOOD	PRESERVE
37	11	MAPLE	GOOD	PRESERVE
38	12	LOCUST	GOOD	PRESERVE
39	9	CHERRY	FAIR	PRESERVE
40	8	LOCUST	FAIR	PRESERVE
41	10	LOCUST	FAIR	PRESERVE
42	16	LOCUST	GOOD	PRESERVE
43	9	LOCUST	GOOD	PRESERVE
44	10	LOCUST	GOOD	PRESERVE
45	15	LOCUST	GOOD	PRESERVE
46	16	COTTONWOOD	POOR	PRESERVE
47	23	LOCUST	GOOD	REMOVE
48	25	LOCUST	GOOD	REMOVE
49	14	LOCUST	FAIR	REMOVE
50	24	LOCUST	FAIR	PRESERVE
51	21	COTTONWOOD	GOOD	PRESERVE
52	8	PEAR	GOOD	REMOVE
53	8	PEAR	GOOD	REMOVE
54	16	LOCUST	GOOD	PRESERVE
55	13	LOCUST	GOOD	PRESERVE
56	14	LOCUST	GOOD	REMOVE
57	9	PEAR	GOOD	REMOVE
58	9	PEAR	GOOD	REMOVE

TREE#	D.B.H.	SPECIES	CONDITION	STATUS
59	17	COTTONWOOD	FAIR	PRESERVE
60	24	COTTONWOOD	FAIR	PRESERVE
61	8	ELM	FAIR	PRESERVE
62	28	COTTONWOOD	GOOD	PRESERVE
63	11	COTTONWOOD	GOOD	PRESERVE
64	10	PEAR	GOOD	REMOVE
65	9	PEAR	GOOD	REMOVE
66	9	PEAR	GOOD	REMOVE
67	8	PEAR	GOOD	REMOVE
68	29	COTTONWOOD	GOOD	PRESERVE
69	16	COTTONWOOD	GOOD	PRESERVE
70	21	COTTONWOOD	FAIR	PRESERVE
71	26	COTTONWOOD	FAIR	PRESERVE
72	24	COTTONWOOD	GOOD	PRESERVE
73	29	COTTONWOOD	GOOD	PRESERVE
74	25	COTTONWOOD	GOOD	PRESERVE
75	9	PEAR	GOOD	REMOVE
76	8	PEAR	GOOD	REMOVE
77	9	LOCUST	GOOD	REMOVE
78	8	LOCUST	GOOD	REMOVE
79	9	HACKBERRY	GOOD	REMOVE
80	24	LOCUST	GOOD	REMOVE
81	12	LOCUST	GOOD	REMOVE
82	11	LOCUST	GOOD	REMOVE
83	9	PEAR	GOOD	REMOVE
84	8	PEAR	GOOD	REMOVE
85	10	PEAR	GOOD	REMOVE
86	8	PEAR	GOOD	REMOVE
87	12	TREE	GOOD	PRESERVE
88	8	ASH	DEAD	PRESERVE
89	8	ASH	DEAD	PRESERVE
90	14	ASH	POOR	PRESERVE
91	10	MAPLE	GOOD	PRESERVE
92	21	ASH	POOR	PRESERVE
93	16	ELM	GOOD	PRESERVE
94	19	COTTONWOOD	GOOD	PRESERVE
95	18	COTTONWOOD	GOOD	PRESERVE
96	11	ELM	GOOD	PRESERVE
97	20	ELM	DEAD	PRESERVE
98	23	COTTONWOOD	GOOD	PRESERVE
99	17	COTTONWOOD	GOOD	PRESERVE
100	28	COTTONWOOD	GOOD	PRESERVE
101	29	COTTONWOOD	GOOD	PRESERVE
102	9	WALNUT	FAIR	PRESERVE
REPLACEMENT CALCULATIONS				
		INCHES REMOVED	REPLACEMENT INCHES REQ'D	
	MAJOR TREES ≥8"(replace 1" caliper for ea. 1" caliper removed)	116	116	
	OUTSTANDING TREES ≥24"(replace 1" caliper for ea. 1" caliper removed)	74	74	
	TOTAL REPLACEMENT INCHES REQUIRED*			190
<small>*ASH, CALLERY PEARS, "POOR", AND DEAD TREES NOT INCLUDED IN REPLACEMENT CALCULATIONS</small>				
TREES PLANTED ON SITE	# OF TREES TO BE PLANTED	CALIPER INCHES		
DECIDUOUS (2" CAL.)	261	522		
ORNAMENTAL (1.75" CAL.)	127	222		
EVERGREEN (5' HT. / 2" CAL.)	320	640		
TOTALS	708	1384		

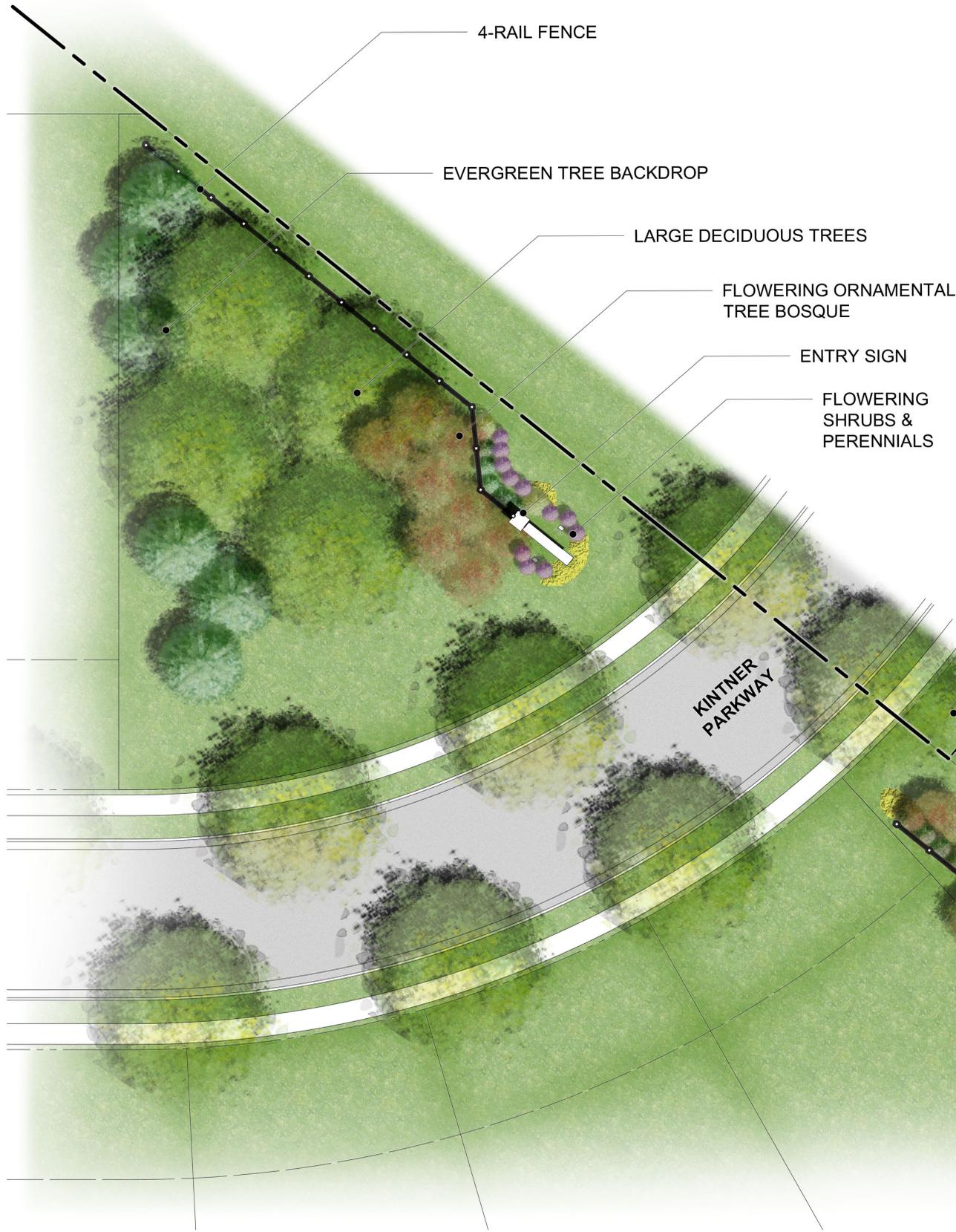
Site Data:

Total Planned Residential Area:	± 39.868 Acres
Total Units:	188
Gross Density:	± 4.72 DU/Acre
Sub-Area A: Townhomes	
Total Acreage:	± 16.20 Acres
Total Units:	107
Sub-Area Density:	± 6.61 DU/Acre
Sub-Area B: Patio Homes	
Total Acreage:	± 23.54 Acres
Total Lots:	81
Sub-Area Density:	± 3.44 DU/Acre
Open Space Required:	± 7.98 Acres (20%)
Preliminary Open Space as Shown:	± 8.72 Acres (22%)

THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN.



Exhibit H - Illustrative Plan



A DEVELOPMENT IDENTIFICATION SIGN ILLUSTRATIVE ELEVATION
SCALE: 1/2" = 1'-0"

B PRIMARY ENTRY ILLUSTRATIVE PLAN VIEW
SCALE: 1" = 10'

Exhibit H1 - Primary Entry Illustrative

TAB 5
ARCHITECTURAL CHARACTER EXHIBITS



**SAMPLE
ARCHITECTURE**

KINTNER CROSSING
SUNBURY, OHIO

PATIO HOMES: PROSPERITY

Prosperity

1,646+ Sq./Ft.
2 Bed, 2 Bath



Notes:

1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

PROSPERITY

Prosperity

1,646+ Sq./Ft.
2 Bed, 2 Bath



Notes:

1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

MYSTIQUE

The Mystique

1,841+ Sq./Ft.
2 Bed, 2 Bath



Notes:

1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

MYSTIQUE

Mystique

1,841+ Sq./Ft.
2 Bed, 2 Bath



Notes:

1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

PALMARY

Palmary

1,892+ Sq./Ft.
2 Bed, 2 Bath



Notes:

- 1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

PALMARY

Palmary

1,892+ Sq./Ft.
2 Bed, 2 Bath



Notes:

- 1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

PRESTIGE

Prestige

2,026+ Sq./Ft.
2 Bed, 2 Bath



Notes:

- 1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

PRESTIGE

Prestige

2,026+ Sq./Ft.
2 Bed, 2 Bath



Notes:

- 1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

TOWNHOMES



Farmhouse

Elevation Concept

Ashton + Bowman Floorplans

Notes:
1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

24ft wide Master Up
1883+ thru 2322 sqft

TOWNHOMES



Greek Revival

Elevation Concept
Ashton + Bowman Floorplans

Notes:
1) Elevations are preliminary and subject to change as a result of option configurations, materials, color selections, and/or code restriction requirements.

24ft wide Master Up
1883+ thru 2322 sqft

TOWNHOMES



Ground Level
Garage Front Loaded

Second Floor

Ashton Floorplan



Ground Level
Garage Front Loaded

Second Floor

Bowman Floorplan



Optional Habitable Attic
(w/ Roof Terrace)

Ashton + Bowman Floorplans

This level; identical configuration both floor plans

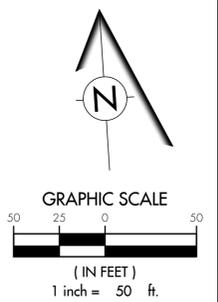
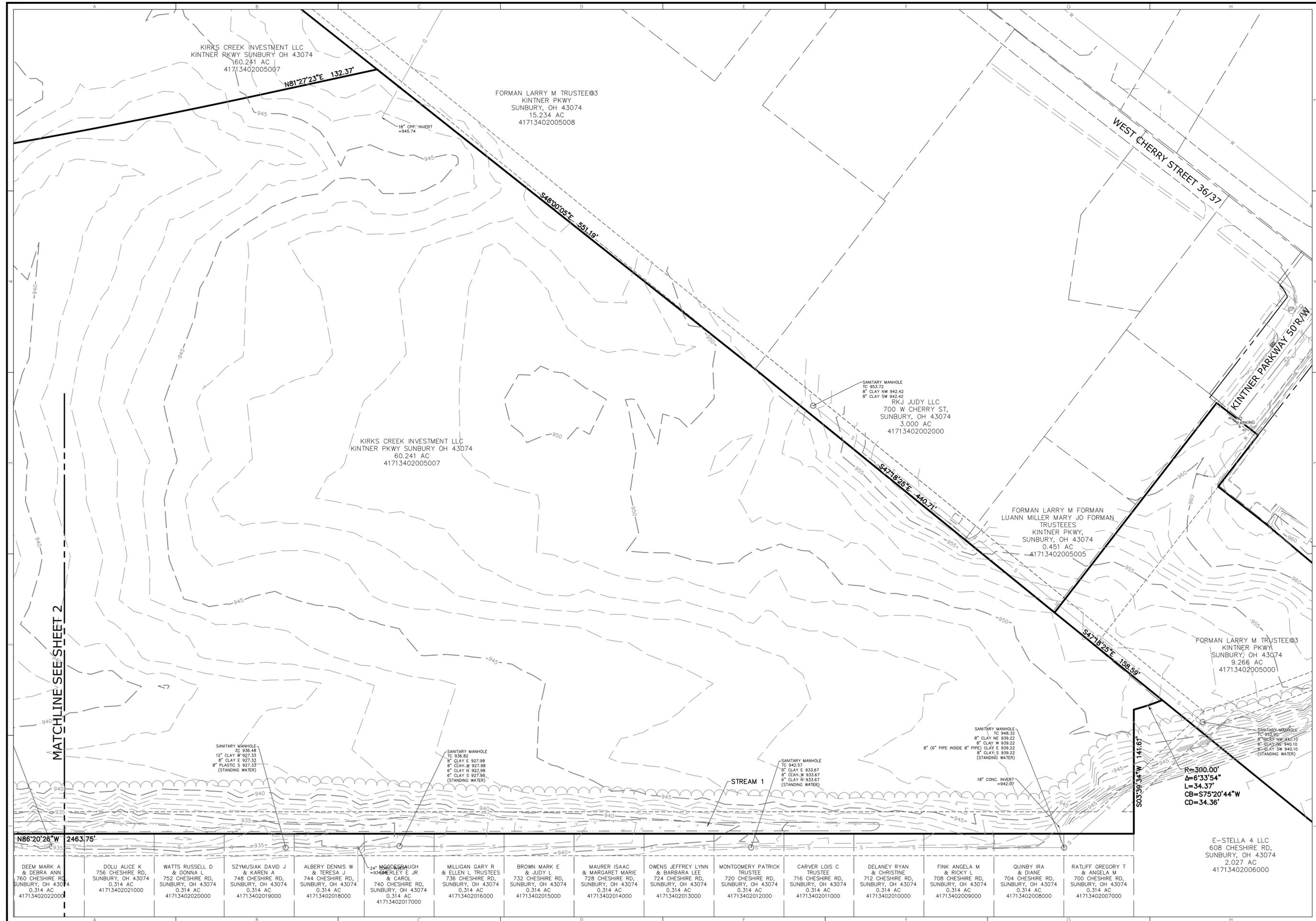
Ashton + Bowman Floorplans

24ft wide Master Up
1883+ thru 2322+ sqft

Notes:

- 1) Floor plans to be offered with a variety of structural options, including but not limited to end unit window conditions, decks, luxury bathrooms, additional bedrooms and various other internal configurations not shown here.

TAB 6
ENGINEERING EXHIBITS



#	DATE	BY	DESCRIPTION OF CHANGE	
				APPROVED

TerrainEvolution
 Your bridge between Vision and Success

720 East Broad Street | Suite 203 | Columbus, OH 43215
 P: 614.385.1090 | F: 614.385.1055 | E: info@terrainevolution.com

DELAWARE COUNTY, SUNBURY TOWNSHIP, OHIO

KINTNER CROSSING

EXISTING CONDITIONS

DRAWING SET STATUS:

- ZONING DOCUMENT SET
- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
JPW	CMK	JPW
PROJECT NO.:	21-026	
DATE:	OCTOBER, 2022	
SCALE:	HORIZONTAL: 1" = 50' VERTICAL: N/A	
SHEET NO.:	3/9	

MATCHLINE SEE SHEET 2

N86°20'26"W 2463.75'

DEEM MARK A & DEBRA ANN
760 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402022000

DOLU ALICE K
756 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402021000

WATTS RUSSELL D & DONNA L
752 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402020000

SZYMUSIAK DAVID J & KAREN A
748 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402019000

ALBERY DENNIS W & TERESA J
744 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402018000

24" MOORE BAUGH & CAROL
740 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402017000

MILLIGAN GARY R & ELLEN L TRUSTEES
736 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402016000

BROWN MARK E & JUDY L
732 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402015000

MAURER ISAAC & MARGARET MARIE
728 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402014000

OWENS JEFFREY LYNN & BARBARA LEE
724 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402013000

MONTEGOMERY PATRICK TRUSTEE
720 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402012000

CARVER LOIS C TRUSTEE
716 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402011000

DELANEY RYAN & CHRISTINE
712 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402010000

FINK ANGELA M & RICKY L
708 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402009000

QUINBY IRA & DIANE
704 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402008000

RATLIFF GREGORY T & ANGELA M
700 CHESHIRE RD,
SUNBURY, OH 43074
0.314 AC
41713402007000

E-STELLA 4 LLC
608 CHESHIRE RD,
SUNBURY, OH 43074
2.027 AC
41713402006000

FORMAN LARRY M TRUSTEE@3
KINTNER PKWY
SUNBURY, OH 43074
9.266 AC
41713402005000

FORMAN LARRY M FORMAN LUANN MILLER MARY JO FORMAN TRUSTEES
KINTNER PKWY,
SUNBURY, OH 43074
0.451 AC
41713402005005

700 W CHERRY ST,
SUNBURY, OH 43074
3.000 AC
41713402002000

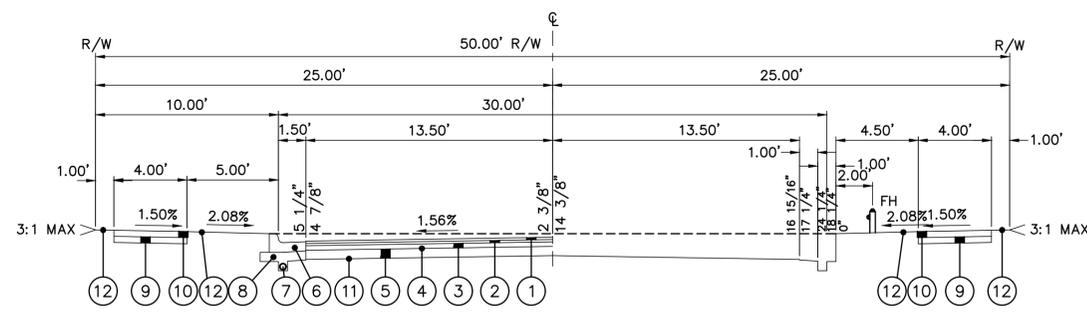
RKJ JUDY LLC
700 W CHERRY ST,
SUNBURY, OH 43074
3.000 AC
41713402002000

FORMAN LARRY M TRUSTEE@3
KINTNER PKWY
SUNBURY, OH 43074
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41713402005000

KIRKS CREEK INVESTMENT LLC
KINTNER PKWY SUNBURY OH 43074
60.241 AC
41713402005007

KIRKS CREEK INVESTMENT LLC
KINTNER PKWY SUNBURY OH 43074
60.241 AC
41713402005007

FORMAN LARRY M TRUSTEE@3
KINTNER PKWY
SUNBURY, OH 43074
15.234 AC
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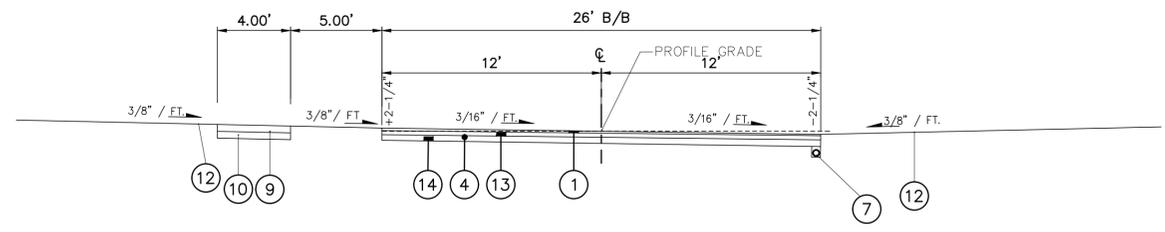


TYPICAL 30'-0" STREET SECTION (50' R/W)

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 POSTED SPEED = 14 MPH
 KINTNER PARKWAY
 STREET C & STREET D

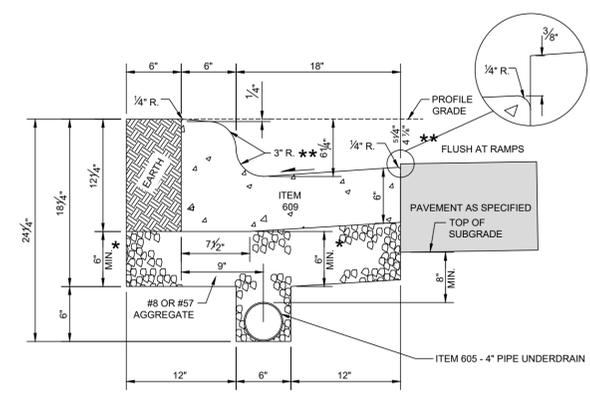
STREET CODED NOTES
 (ADT 501-1500)

- ① ITEM 441, 1 1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448). PG64-22
- ② ITEM 441, 1 1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448). PG64-22
- ③ ITEM 301, 3.75" BITUMINOUS AGGREGATE BASE
- ④ ITEM 408, PRIME COAT (0.35 GAL/SY)
- ⑤ ITEM 304, 6" AGGREGATE BASE
- ⑥ ITEM 609, CITY OF COLUMBUS STANDARD CONCRETE CURB & GUTTER, STD. DWG 2010
- ⑦ ITEM 605, 4" PIPE UNDERDRAIN
- ⑧ No. 8 OR No. 57 AGGREGATE
- ⑨ 4" No. 57 AGGREGATE
- ⑩ ITEM 608, 4" CONCRETE SIDEWALK (6" AT DRIVEWAY CROSSINGS)
- ⑪ ITEM 204, SUBGRADE COMPACTION
- ⑫ ITEM 659, SEEDING AND MULCHING
- ⑬ ITEM 301, 3" AGGREGATE BASE
- ⑭ ITEM 304, 4" AGGREGATE BASE



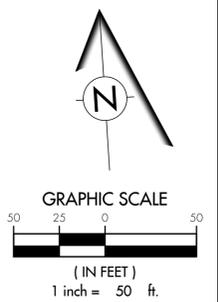
TOWNHOME STREETS

SCALE: 1"=5'
 DESIGN SPEED = 30 MPH
 POSTED SPEED = 14 MPH
 PRIVATE STREET A
 PRIVATE STREET B



- * CURB AND GUTTER AGGREGATE COURSE-WHERE THE ROADWAY PAVEMENT HAS AGGREGATE BASE, MATCH THE BOTTOM OF THE CURB AND GUTTER AGGREGATE COURSE TO THE TOP OF SUBGRADE. ENSURE ROADWAY SUB BASE MEETS UNDERDRAIN AGGREGATE.
 - ** AT CURB RAMP LOCATIONS, THE GUTTER SLOPE SHALL NOT EXCEED 4.7%. TRANSITION GUTTER OVER 3' TO MATCH EXISTING CURB & GUTTER SLOPE. THE PAVEMENT SHALL BE FLUSH AT THE GUTTER IN FRONT OF CURB RAMPS. CURB RAMPS SHALL BE BUILT PER STD DWG 2319.
- IF THE TOP OF THE SUBGRADE IS BELOW THE BOTTOM OF THE CURB, THE UNDERDRAIN SHALL BE ADJUSTED TO KEEP THE TOP OF THE UNDERDRAIN AT LEAST 8" BELOW THE TOP OF THE SUBGRADE; AGGREGATE DEPTH BETWEEN BOTTOM OF CURB AND TOP OF UNDERDRAIN MAY VARY IF THIS OCCURS.
- SUBGRADE COMPACTION SHALL BE COMPLETED BEFORE UNDERDRAIN INSTALLATION.
- WHEN A CURB AND GUTTER INLET IS INSTALLED, THE TOP OF THE CASTING SHALL BE THE SAME AS THE TOP OF CURB ELEVATION. THE EDGE OF PAVEMENT SHALL BE 3/8" HIGHER THAN THE GRATE WHEREVER THEY MEET.
- FOR REPLACEMENT WORK, THE CURB SHALL BE REMOVED AT AN EXISTING JOINT OR NO CLOSER THAN 5 FEET FROM AN EXISTING JOINT.
- 1/2" EXPANSION MATERIAL WILL BE INSTALLED BEHIND THE CURB WHEN A CONCRETE WALK, DRIVE, OR OTHER ITEM IS ADJOINING IT.
- WHEN CONNECTING TO AN EXISTING COMBINATION CURB AND GUTTER, TRANSITION THE GUTTER PAN AS REQUIRED, OVER A DISTANCE OF 10 FEET MAXIMUM, TO MAINTAIN POSITIVE DRAINAGE.
- 1.26 C.F. CONCRETE PER L.F.

COMBINATION CURB & GUTTER, TYPE STANDARD
 STD DWG 2010
 NOT TO SCALE



#	DATE	DESCRIPTION OF CHANGE	APPROVED	
			BY	

TerrainEvolution
 Your bridge between Vision and Success

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 P: 614.385.1090 | F: 614.385.1055 | E: info@terrainevolution.com

DELAWARE COUNTY, SUNBURY TOWNSHIP, OHIO

KINTER CROSSING

TYPICAL SECTION

DRAWING SET STATUS:
 ZONING DOCUMENT SET
 PRELIMINARY ENGINEERING SET
 AGENCY REVIEW SET
 CONSTRUCTION DOCUMENT SET
 AS-BUILT DOCUMENT SET

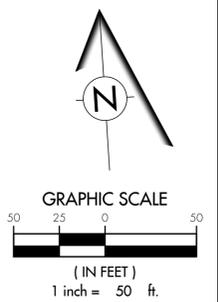
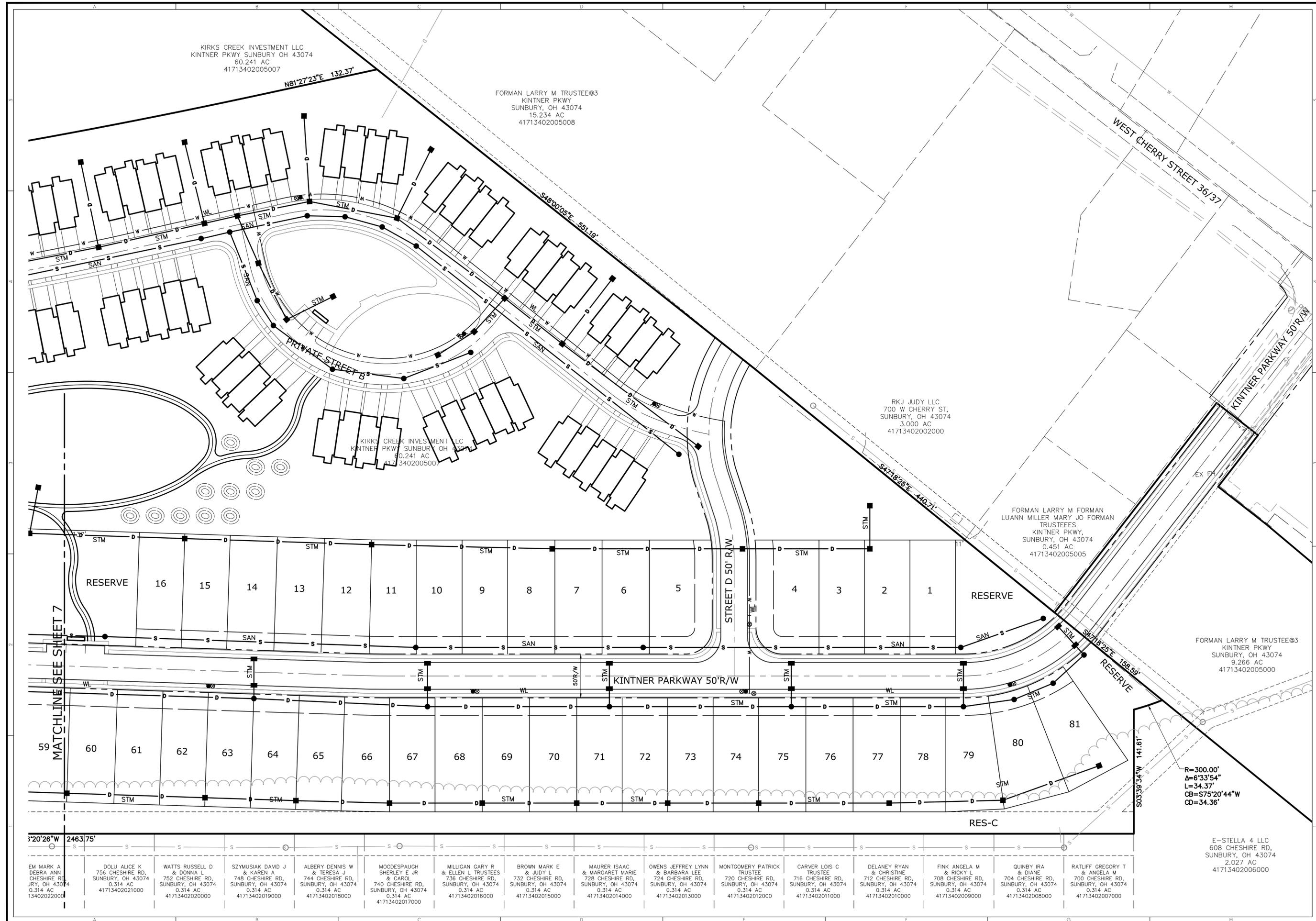
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JPW	CMK	JPW

PROJECT NO.: 21-026

DATE: OCTOBER, 2022

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: N/A

SHEET NO.: 4/9



REVISION #	DATE	BY	DESCRIPTION OF CHANGE

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DELAWARE COUNTY, SUNBURY TOWNSHIP, OHIO

KINTNER CROSSING

UTILITY PLAN

DRAWING SET STATUS:		
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<input checked="" type="checkbox"/>	PRELIMINARY ENGINEERING SET	
<input type="checkbox"/>	AGENCY REVIEW SET	
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<input type="checkbox"/>	AS-BUILT DOCUMENT SET	
DESIGN	DRAFT	CHECK
JPW	CMK	JPW
PROJECT NO.:	21-026	
DATE:	OCTOBER, 2022	
SCALE:	HORIZONTAL: 1" = 50' VERTICAL: N/A	
SHEET NO.:	8/9	

KIRKS CREEK INVESTMENT LLC
 KINTNER PKWY SUNBURY OH 43074
 60.241 AC
 41713402005007

FORMAN LARRY M TRUSTEE@3
 KINTNER PKWY
 SUNBURY, OH 43074
 15.234 AC
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FORMAN LARRY M FORMAN
 LUANN MILLER MARY JO FORMAN
 TRUSTEES
 KINTNER PKWY,
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 0.451 AC
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FORMAN LARRY M TRUSTEE@3
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 SUNBURY, OH 43074
 9.266 AC
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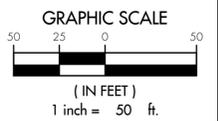
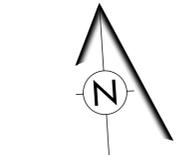
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 Δ=6°33'54"
 L=34.37'
 CB=S75°20'44"W
 CD=34.36'

E-STELLA 4 LLC
 608 CHESHIRE RD,
 SUNBURY, OH 43074
 2.027 AC
 41713402006000

EM MARK A DEBRA ANN CHESHIRE RD, JRY, OH 43074 0.314 AC 13402022000	DOLU ALICE K 756 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402021000	WATTS RUSSELL D & DONNA L 752 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402020000	SZYMUSIAK DAVID J & KAREN A 748 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402019000	ALBERY DENNIS W & TERESA J 744 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402018000	MOODSPAUGH SHERLEY E JR & CAROL 740 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402017000	MILLIGAN GARY R & JUDY L TRUSTEES 736 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402016000	BROWN MARK E & JUDY L 732 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402015000	MAURER ISAAC & MARGARET MARIE 728 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402014000	OWENS JEFFREY LYNN & BARBARA LEE 724 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402013000	MONTGOMERY PATRICK TRUSTEE 720 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402012000	CARVER LOIS C TRUSTEE 716 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402011000	DELANEY RYAN & CHRISTINE 712 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402010000	FINK ANGELA M & RICKY L 708 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402009000	QUINBY IRA & DIANE 704 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402008000	RATLIFF GREGORY T & ANGELA M 700 CHESHIRE RD, SUNBURY, OH 43074 0.314 AC 41713402007000
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SITE DATA TABLE

TOTAL ACRES	39.868 AC
SUBAREA A	16.457 AC
SUBAREA B	23.411 AC
SUBAREA A	
NUMBER OF UNITS	107
DENSITY	6.502 DWELLING UNIT/AC
TERRAIN	LEVEL
SUBAREA B	
NUMBER OF LOTS	81
DENSITY	3.460 DWELLING UNIT/AC
MINIMUM LOT SIZE	6760 SF
MINIMUM FRONTAGE	20' AT FRONT SETBACK
SIDE YARD SETBACK	6' MIN
REAR YARD SETBACK	25' MIN
TERRAIN	LEVEL



REVISION	DATE	BY	DESCRIPTION OF CHANGE

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P: 614.385.1090 | F: 614.385.1055 | E: info@terrainevolution.com

DELAWARE COUNTY, SUNBURY TOWNSHIP, OHIO

KINTNER CROSSING

GRADING PLAN

DRAWING SET STATUS:

- ZONING DOCUMENT SET
- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

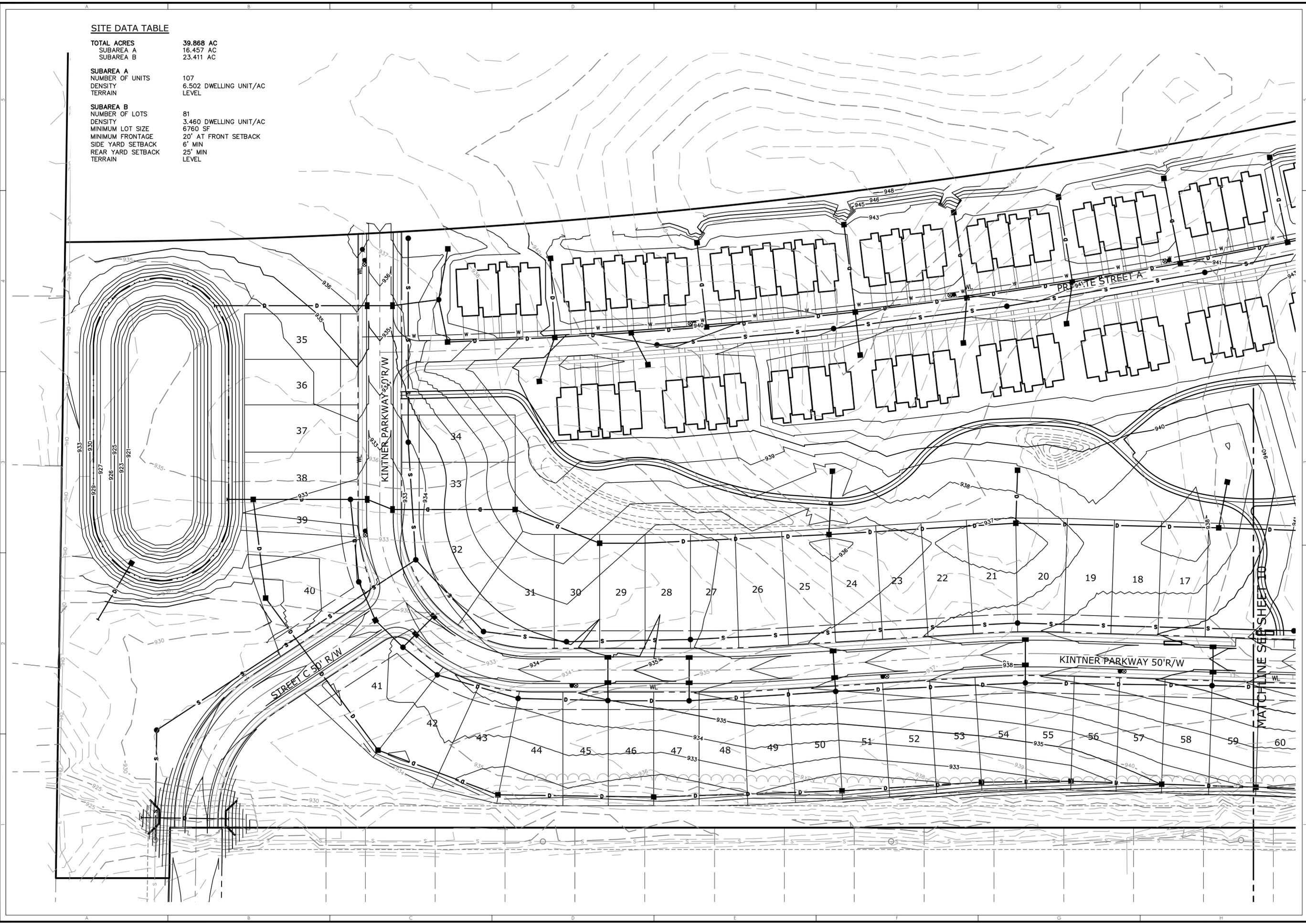
DESIGN	DRAFT	CHECK
JPW	CMK	JPW

PROJECT NO.: 21-026

DATE: OCTOBER, 2022

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: N/A

SHEET NO.: 9/9



SITE DATA TABLE

TOTAL ACRES	39.868 AC
SUBAREA A	16.457 AC
SUBAREA B	23.411 AC
SUBAREA A	
NUMBER OF UNITS	107
DENSITY	6.502 DWELLING UNIT/AC
TERRAIN	LEVEL
SUBAREA B	
NUMBER OF LOTS	81
DENSITY	3.460 DWELLING UNIT/AC
MINIMUM LOT SIZE	6760 SF
MINIMUM FRONTAGE	20' AT FRONT SETBACK
SIDE YARD SETBACK	6' MIN
REAR YARD SETBACK	25' MIN
TERRAIN	LEVEL

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

REVISION #	DATE	BY	DESCRIPTION OF CHANGE

TerrainEvolution
Your bridge between Vision and Success

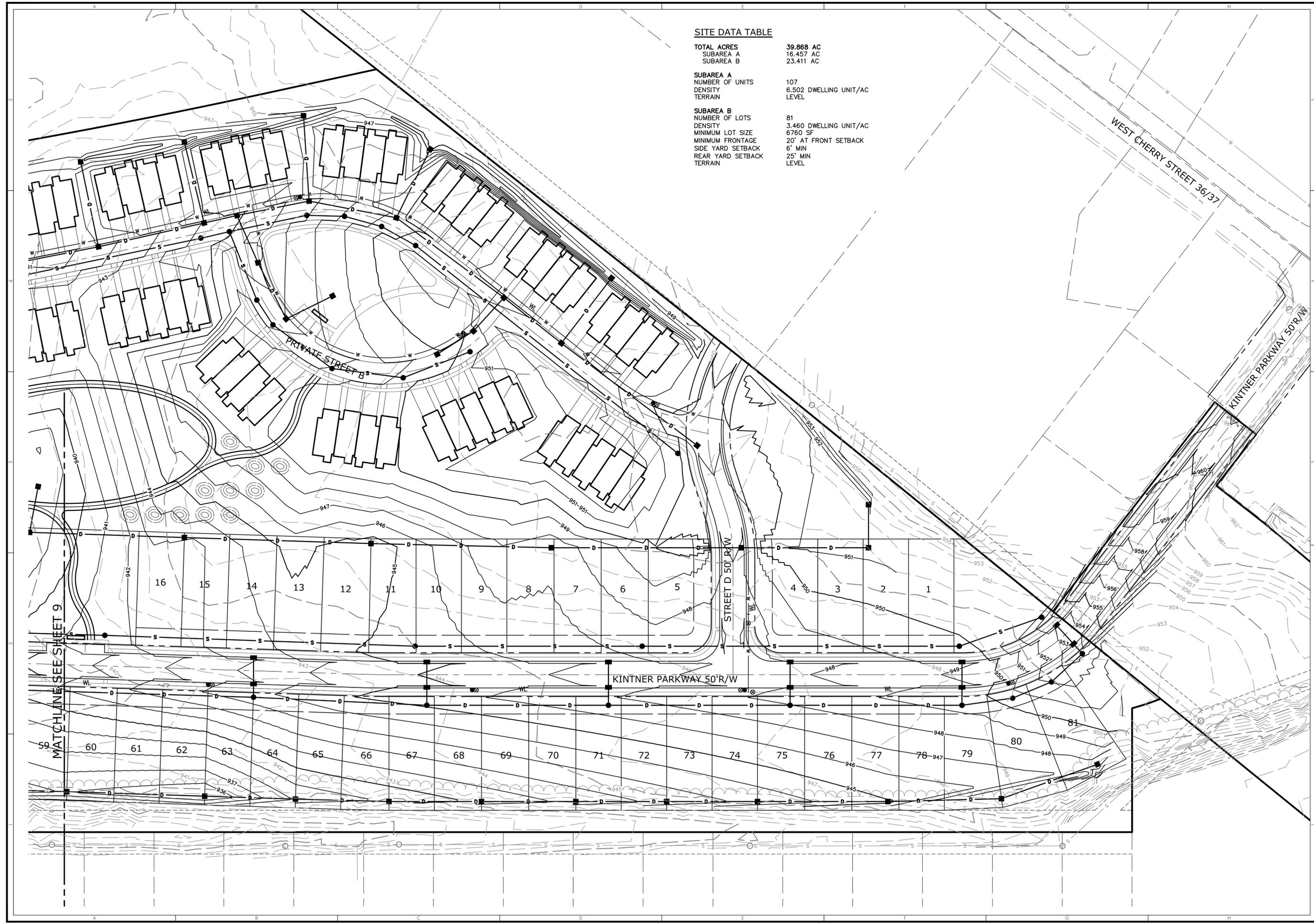
720 East Broad Street | Suite 203 | Columbus, OH 43215
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DELAWARE COUNTY, SUNBURY TOWNSHIP, OHIO

KINTNER CROSSING

GRADING PLAN

DRAWING SET STATUS:		
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<input checked="" type="checkbox"/>	PRELIMINARY ENGINEERING SET	
<input type="checkbox"/>	AGENCY REVIEW SET	
<input type="checkbox"/>	CONSTRUCTION DOCUMENT SET	
<input type="checkbox"/>	AS-BUILT DOCUMENT SET	
DESIGN	DRAFT	CHECK
JPW	CMK	JPW
PROJECT NO.:	21-026	
DATE:	OCTOBER, 2022	
SCALE:	HORIZONTAL: 1" = 50' VERTICAL: N/A	
SHEET NO.:	10/9	



TAB 7
SERVICEABILITY LETTERS



Date: June 24, 2023

Mr. Justin Wollenberg, PE
TerrainEvolution
720 East Broad St. suite 203
Columbus OH 443215

RE: Parcels: Kirks Creek investment
Consolidated Cooperative Service Availability for Prospective Project

Justin,

Service Availability

Consolidated Cooperative provides electric service to the above referenced parcels located within the City of Sunbury, Delaware County, Ohio.

It has been determined that three-phase service is available for the approximately 60.241 acres on the above referenced parcel.

Electric service originates at our Sunbury Substation located on Kintner Parkway within the City limits, less than one mile from the site. There is three-phase service at the adjacent road.

With the size and type of service unknown to us at this time, costs and details of the service remain unknown.

If you have further questions or concerns, please contact Dan Boysel at dboysel@consolidated.coop or 740.815.2453 or Brad Ebersole at bebersole@consolidated.coop, cell 419-768-1557.

With Best Regards,

A handwritten signature in black ink that reads "Dan Boysel".

Dan Boysel
Manager, Economic Development and Sales

Electric | Fiber | Gas

consolidated.coop | Toll Free 800-421-5863

Mount Gilead Office PO Box 111, 5255 State Route 95 | Mount Gilead, Ohio 43338 | 419-947-3055

Delaware Office 4993 State Route 521 | Delaware, Ohio 43015 | 740-363-2641

Officers

DAVID A. BENDER
President
BRIAN P. COGHLAN
Vice President
ROBERT W. JENKINS
Secretary
G. MICHAEL DICKEY
Treasurer
GLENN MARZLUF
General Manager/CEO
SHANE CLARK
Deputy General Manager



6658 OLENTANGY RIVER ROAD
DELAWARE, OHIO 43015
www.delcowater.org
Phone (740) 548-7746 • (800) 521-6779

Directors

BRUCE A. BLACKSTON
DOUGLAS D. DAWSON
PAMALA L. HAWK
TIMOTHY D. MCNAMARA
PERRY K. TUDOR

June 22, 2022

Mr. Justin Wollenberg, P.E.
Terrain Evolution
720 East Broad Street, Suite 203
Columbus, Ohio 43215

Via Email: jwollenberg@terrinevolution.com

RE: Water Availability – Kintner Crossing

Dear: Mr. Wollenberg:

Please know that Del-Co Water can provide water service to the site described below upon plan approval and payment of the required fees:

Development: Kintner Crossing
Proposed Land Use: ±86 Single-family homes and ±114 Multi-family homes
Location: Southwest corner of W. Cherry St. and Cheshire Rd.
Land Size: ±39.868 acres

This site can be served from an existing 8-inch waterline located on Kintner Parkway.

This letter of water availability is valid for a period of one year from the date of this letter. Del-Co makes no guarantee of water availability beyond this period. Contact our Engineering Department if you have any questions on the plan review process, or our Customer Service Department for information on tap fees.

Sincerely,
DEL-CO WATER COMPANY, INC.

Shane F. Clark, P.E.
Deputy General Manager

From: [Wes Hall](#)
To: [Justin Wollenberg](#)
Cc: [Joseph St. John](#); [Tim Gose](#); [David Brehm](#); [Steven Pyles](#); [Daryl Hennessy](#)
Subject: Kintner Crossing Development - Sanitary Sewer Service
Date: Monday, June 27, 2022 9:00:18 AM
Attachments: [image003.png](#)
[Kintner Crossing Concept Plan.pdf](#)
[21-026 ESMT EXHIBIT 003-Layout1.pdf](#)

Justin,

In regards to your request for sanitary sewer service for the proposed Kintner Crossing development, we have the following comments:

- 1) The existing wastewater treatment plant has the available capacity to service this development.
- 2) The existing Cheshire Road pump station and the surrounding sanitary sewer system have limited capacity and cannot service this development without further improvements or sewer extensions. Potential improvements to provide the capacity required are provided below. These options will be analyzed during the development review process to determine the most feasible alternative.
 - a) Increase the capacity of the Cheshire Road Pump Station and install a new force main to the sanitary sewer in the Price Ponds development. Preliminary drawing is attached. The routing is not approved and will have to be discussed further at a later date.
 - b) Extension of Little Walnut Creek Interceptor Sewer from the intersection of Golf Course / Cheshire Road to provide service to this development. This will provide the opportunity to take the Cheshire Road pump station off-line and provide sanitary sewer capacity for this development.

Please contact me with any questions.

Thank you,

Wes Hall, P.E.
Sunbury City Engineer

614-779-0021 Direct
614-306-3615 Cell
whall@ctconsultants.com

CT Consultants, Inc.
Northwoods I
7965 North High Street #340
Columbus OH 43235
614-885-1700 Office
614-885-1701 Fax
www.ctconsultants.com



September 8, 2022

City of Sunbury
 c/o Mr. Wes Hall
 Northwoods
 7965 North High Street, Suite 340
 Columbus, OH 43235

Re: Kintner Crossing Traffic Access Study MOU
 City of Sunbury, Delaware County, Ohio

Dear Wes:

HRD Land Fund I, LLC is proposing to develop a 39.9-acre site with approximately 78 patio homes (marketed to empty nesters) and 107 townhouse units. There are also four commercial outparcels that front W. Cherry Street (US 36-SR 37). The site will extend Kintner Parkway from its current termination south of W. Cherry Street (US 36-SR 37) to future Sunbury Parkway. Kintner Parkway will serve as the primary access to the development. The commercial outparcels will not have direct access to have access to W. Cherry Street (US 36-SR 37) but will have access to Kintner Parkway via a backage Road. A secondary access for the residential is proposed on Cheshire Road. The permitting agency for the accesses is the City of Sunbury and they are requiring a traffic study

The scope of the traffic study is proposed as follows:

- The study area is the intersections of US 36-SR 37 & Kintner Parkway, US 36-SR 37 & Cheshire Road and the site access point on Cheshire Road.
- The time of analysis will be the weekday AM Peak hour (one hour between 7 and 9 AM) and the PM Peak hour (one hour between 4 and 6 PM).
- Table A summarizes the study area intersections and the traffic counts that will be used as the basis of existing traffic in the TIS.

INTERSECTION	SOURCE	AM PEAK HOUR	PM PEAK HOUR
Cheshire Road east of Domigan Road	Smart Services, Inc.	8/23/2022 7:00-8:00 AM	8/23/2022 3:45-4:45 PM
US 36-SR 37 & Kintner Parkway	Smart Services, Inc.	8/23/2022 *7:00-8:00 AM	8/23/2022 4:30-5:30 PM
US 36-SR 37 & Cheshire Road	Smart Services, Inc.	8/23/2022 7:00-8:00 AM	8/23/2022 4:30-5:30 PM

*=Common peak used since difference is only three vehicles.

Table A - Summary of Existing Traffic Basis

- Trip Generation - Projected site traffic was computed using *Trip Generation Manual, 11th Edition* published by ITE. Table B attached shows the preliminary trip generation calculations which include pass-by and internal capture. The developer reserves the right to revise the trip generation if the site plan is refined during the development process.

- Design Year Traffic Development - Analysis will be performed for Opening Day and a 10-year horizon. Opening day is assumed to be 2023; therefore, the design year is 2033. A growth rate of 0.63% was obtained for SR 37 from the ODOT TIMS website. This growth rate will be applied to Cheshire Road as well. The output from TIMS is attached for reference. Table C shows the growth rate and corresponding factors. The correspondence from MORPC is in the Appendix.

STUDY AREA	LINEAR ANNUAL GROWTH RATE	2022 TO 2023 FACTOR	2022 TO 2033 FACTOR
SR 37	0.63%	1.006	1.069

TABLE C – Growth Factor Summary for 2022 Counts

- Additional Background - A total of 10,000 SF of shopping center loaded to Kintner Parkway will be assumed as additional background for future development on the following parcels.

- Residual 41713402005008
- 41713402005004 (0.448 Acres)
- 41713402005005 (0.451 Acres)

Table D attached shows the trip generation calculations for the additional background.

- Analyses
 - Turn lane warrant analyses will be performed on Chesire Road at the site access per the method in the ODOT *L&D Manual*.
 - For any warranted turn lanes, turn lane lengths will be calculated per Section 400 of the ODOT *L&D Manual*.
 - Capacity analyses will be performed at the study area intersections.

A report will be produced that includes the detail regarding how traffic was developed for 2023 and 2033. The required analyses will be referenced and prepared for ‘No Build’ (when applicable) and ‘Build’ conditions to show the impact of the additional site traffic. A summary of the conclusions and list of any improvements associated with the development will be provided.

If this MOU is acceptable to you, please indicate your approval in the space provided below. If not, please let us know what items need to be changed. If you have any questions, please contact me. Thank you!

Sincerely,
SMART SERVICES, INC.

A handwritten signature in black ink, appearing to read "Todd J. Stanhope". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Todd J. Stanhope, PE, PTOE
Director of Traffic Engineering

Submitted: One electronic copy (PDF format) via e-mail

Cc: R. Loebig - Highland Management

City of Sunbury

Approved: _____ Date: _____

TIS SUBAREA	LAND USE	TIME OF DAY	DATA SET <i>Trip Generation Manual, 11th Edition</i> (Unless noted Otherwise)	RATE OR EQUATION FROM: <i>Trip Generation Manual 11th Edition</i>	Pass-By % From Trip Generation Handbook 3rd Edition unless noted	TOTAL TRIPS	TOTAL PRIMARY TRIPS	ENTERING							EXITING						
								%	TOTAL TRIPS	INTERNAL CAPTURE		SUB TOTAL	PASS-BY TRIPS	PRIMARY TRIPS	%	TOTAL TRIPS	INTERNAL CAPTURE		SUB TOTAL	PASS-BY TRIPS	PRIMARY TRIPS
										%	TRIPS						%	TRIPS			
A	Multifamily Housing (Low-Rise) Not Close to Rail/Transit (ITE Code #220) Ind. Variable (X) = 107 Dwelling Units	Daily	Weekday	$T = 6.41(X) + 75.31$	NA	761	761	50%	381	NA	NA	381	0	381	50%	380	NA	NA	380	0	380
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	$T=0.31(X)+22.85$	No Data	56	46	24%	13	7.0%	1	12	0	12	76%	43	22.0%	9	34	0	34
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	$T=0.43(X)+20.55$	No Data	67	51	63%	42	22.0%	9	33	0	33	37%	25	28.0%	7	18	0	18
B	Single-Family Detached Housing (ITE Code #210) Ind. Variable (X) = 78 Dwelling Units	Daily	Weekday	$\ln(T)=0.92\ln(X)+2.68$	NA	803	803	50%	402	NA	NA	402	0	402	50%	401	NA	NA	401	0	401
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	$\ln(T)=0.91\ln(X)+0.12$	NA NA	59	48	26%	15	7.0%	1	14	0	14	74%	44	22.0%	10	34	0	34
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	$\ln(T)=0.94\ln(X)+0.27$	NA NA	79	60	63%	50	22.0%	11	39	0	39	37%	29	28.0%	8	21	0	21
OP (1.5 Acres)	Fast Food Restaurant with Drive-Through Window (ITE Code #934) Ind. Variable (X) = 4,000 1000 SF Gross Floor Area	Daily	Weekday	Average Rate= 467.48	NA	1870	1870	50%	935	NA	NA	935	0	935	50%	935	NA	NA	935	0	935
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	Average Rate= 44.61	49.0%	178	74	51%	91	27.0%	25	66	33	34	49%	87	9.0%	8	79	39	40
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	Average Rate= 33.03	50.0%	132	42	52%	69	28.0%	19	50	25	25	48%	63	44.0%	28	35	18	18
OP (2.5 Acres)	Medical-Dental Office Building - Stand Alone (ITE Code #720) Ind. Variable (X) = 18,750 1000 SF Gross Floor Area	Daily	Weekday	Average Rate= 36.00	NA	675	675	50%	338	NA	NA	338	0	338	50%	337	NA	NA	337	0	337
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	$\ln(T)=0.90\ln(X)+1.34$	NA NA	53	34	79%	42	21.0%	9	33	0	33	21%	11	91.0%	10	1	0	1
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	$T=4.07(X)-3.17$	NA NA	73	64	30%	22	23.0%	5	17	0	17	70%	51	8.0%	4	47	0	47
OP (1.83 & 1.36 Acres)	Strip Retail Plaza (<40k) (ITE Code #822) Ind. Variable (X) = 6,800 1000 SF Gross Leasable Area	Daily	Weekday	Average Rate= 54.45	NA	370	370	50%	185	NA	NA	185	0	185	50%	185	NA	NA	185	0	185
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	Average Rate= 2.36	No Data	16	7	60%	10	50.0%	5	5	0	5	40%	6	67.0%	4	2	0	2
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	$\ln(T)=0.71\ln(X)+2.72$	34.0% *Similar to 820	59	14	50%	30	67.0%	20	10	3	7	50%	29	59.0%	17	12	4	8
TOTALS		Daily				4479	4479		2241		0	2241	0	2241		2238		0	2238	0	2238
		AM Peak				362	209		171		40	131	33	98		191		41	150	39	111
		PM Peak				410	231		213		65	148	28	120		197		64	133	22	111

Kintner Crossing Traffic Impact Study - 9/2022

TABLE B - SITE TRIP GENERATION SUMMARY



DESCRIPTION	LAND USE	DATA SET <i>Trip Generation Manual, 11th Edition</i> (Unless noted Otherwise)	RATE OR EQUATION FROM: <i>Trip Generation Manual 11th Edition</i>	Pass-By % From <i>Trip Generation Handbook 3rd Edition</i> unless noted	TOTAL TRIPS	TOTAL PRIMARY TRIPS	ENTERING				EXITING			
							%	TOTAL TRIPS	PASS-BY TRIPS	PRIMARY TRIPS	%	TOTAL TRIPS	PASS-BY TRIPS	PRIMARY TRIPS
Add Bkgd	Strip Retail Plaza (<40k) (ITE Code #822) Ind. Variable (X) = 10.000 1000 SF Gross Leasable Area	Weekday	Average Rate= 54.45	NA	545	545	50%	273	0	273	50%	272	0	272
		Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	Average Rate= 2.36	No Data	24	24	60%	14	0	14	40%	10	0	10
		Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	$\ln(T)=0.71\ln(X)+2.72$	34.0% *Similar to 820	78	51	50%	39	13	26	50%	39	13	26
TOTALS		Daily			545	545		273	0	273		272	0	272
		AM Peak			24	24		14	0	14		10	0	10
		PM Peak			78	51		39	13	26		39	13	26

Kintner Crossing Traffic Impact Study - 9/2022

TABLE D - ADD BACKGROUND SITE TRIP GENERATION SUMMARY

NCHRP 684 Internal Trip Capture Estimation Tool						
Project Name:	Kintner Crossing			Organization:	Smart Services, Inc.	
Project Location:	City of Sunbury, Ohio			Performed By:	TJS	
Scenario Description:				Date:	9/2022	
Analysis Year:	Full Development			Checked By:	GLW	
Analysis Period:	AM Street Peak Hour			Date:	9/2022	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips ³		
	ITE LUCs ¹	Quantity	Units	Total	Entering	Exiting
Office	720	19	1000 SF	53	42	11
Retail	822	7	1000 SF	16	10	6
Restaurant	934	4	1000 SF	178	91	87
Cinema/Entertainment				0		
Residential	210 & 220	185	Dwelling Units	115	28	87
Hotel				0		
All Other Land Uses ²				0		
				362	171	191

Table 2-A: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ. ⁴	% Transit	% Non-Motorized	Veh. Occ. ⁴	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses ²						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		3	7	0	0	0
Retail	2		1	0	1	0
Restaurant	6	1		0	1	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	1	17	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	362	171	191
Internal Capture Percentage	23%	24%	21%
External Vehicle-Trips ⁵	280	130	150
External Transit-Trips ⁶	0	0	0
External Non-Motorized Trips ⁶	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	21%	91%
Retail	50%	67%
Restaurant	27%	9%
Cinema/Entertainment	N/A	N/A
Residential	7%	22%
Hotel	N/A	N/A

¹Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

³Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

⁴Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made to Tables 5-A, 9-A (O and D). Enter transit, non-motorized percentages that will result with proposed mixed-use project complete.

⁵Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.

⁶Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

NCHRP 684 Internal Trip Capture Estimation Tool					
Project Name:	Kintner Crossing			Organization:	Smart Services, Inc.
Project Location:	City of Sunbury, Ohio			Performed By:	TJS
Scenario Description:				Date:	9/2022
Analysis Year:	Full Development			Checked By:	GLW
Analysis Period:	PM Street Peak Hour			Date:	9/2022

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips ³		
	ITE LUCs ¹	Quantity	Units	Total	Entering	Exiting
Office	720	19	1000 SF	73	22	51
Retail	822	7	1000 SF	59	30	29
Restaurant	934	4	1000 SF	132	69	63
Cinema/Entertainment				0		
Residential	210 & 220	185	Dwelling Units	146	92	54
Hotel				0		
All Other Land Uses ²				0		
				410	213	197

Table 2-P: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ. ⁴	% Transit	% Non-Motorized	Veh. Occ. ⁴	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses ²						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*						
Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail	1		8	0	8	0
Restaurant	2	15		0	11	0
Cinema/Entertainment	0	0	0		0	0
Residential	2	3	10	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	410	213	197
Internal Capture Percentage	31%	30%	32%
External Vehicle-Trips ⁵	282	149	133
External Transit-Trips ⁶	0	0	0
External Non-Motorized Trips ⁶	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	23%	8%
Retail	67%	59%
Restaurant	28%	44%
Cinema/Entertainment	N/A	N/A
Residential	22%	28%
Hotel	N/A	N/A

¹Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

³Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

⁴Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made.

⁵Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.

⁶Person-Trips

*Indicates computation that has been rounded to the nearest whole number.